

CITY OF
Avondale
ESTATES

BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING

21 N. AVONDALE PLAZA
AVONDALE ESTATES, GA 30002
<https://zoom.us/j/97637340424>

FEBRUARY 11, 2026, 5:30 PM

1. Meeting Called To Order
2. Adoption Of The Meeting Agenda
3. Commissioner Comments
4. Approval Of Meeting Minutes

Documents:

[BOMC 1.28.2025 REGULAR MEETING MINUTES.PDF](#)
[BOMC 1.28.2025 WORK SESSION MINUTES.PDF](#)

5. Arbor Day Proclamation

Documents:

[2026 ARBOR DAY PROCLAMATION.PDF](#)

6. Consideration Of An Ordinance To Establish A Franchise Agreement With Google Fiber

Documents:

[7. CITY OF AVONDALE ESTATES GA-GOOGLE FIBER FRANCHISE AGREEMENT \(STAMPED VERSION\) - APPROVED AS TO FORM.PDF](#)

7. Consideration Of A Memorandum Of Agreement With The Atlanta Regional Commission For Assistance With The Local Comprehensive Plan Update

Documents:

[ARC COMP PLAN AGREEMENT. SGQ APPROVED 1.26.26.PDF](#)

8. Public Comment
9. Adjournment

BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
JANUARY 28, 2025 5:30 P.M.
CITY HALL 21 N. AVONDALE PLAZA

Members Present: Jonathan Elmore, Mayor
Graham Reiney, Mayor Pro Tem
Michael Smith, Commissioner
Luis Suazo, Commissioner

Members Absent: Lyda Steadman, Commissioner

Staff Present: Patrick Bryant, City Manager
Shannon Powell, Assistant City Manager
Stephen Quinn, City Attorney
Karina Reyna, City Clerk
Harry Hess, Chief of Police
Jerry Branch, Deputy Chief of Police
Brittany Marmol, Director of Finance and Administrative Services
Marcel Jackson, Director of Public Works, Parks and Sanitation
Ellen Powell, Creative, Marketing & Communications Director
Adriana Holt, Senior Marketing and Communications Coordinator
Isabella Salazar, Marketing and Communications Coordinator

Meeting Called to Order

The meeting was called to order at 5:30 p.m.

Adoption of Agenda

Commissioner Graham Reiney motioned to adopt the meeting agenda. Commissioner Michael Smith seconded the motion. The motion was APPROVED unanimously.

Commissioner Comments

Commissioner Luis Suazo stated that although he had not yet completed the Centennial Celebration survey, he had reviewed the survey on his phone and planned to complete it that evening. He encouraged everyone to do the same.

Commissioner Michael Smith stated that he was very pleased with the work being done at the Dewey Brown Plaza, particularly the clearing of the bushes, which has made the monument visible, and he thanked Public Works for their continued efforts in beautifying the city.

Mayor Pro Tem Graham Reiney thanked the Police Department and Public Works Department for their efforts during the weekend winter storm, noting that the city fared well and thanked staff for being out on the roads and supporting the community.

Mayor Jonathan Elmore also thanked those who were present during the ice storm, expressing relief that everyone remained safe, and noted that he had no additional comments.

City Manager Updates:

City Manager stated that he was returning after being ill with the flu since the previous meeting and reminded everyone that it is still important to get a flu shot.

BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
JANUARY 28, 2025 5:30 P.M.
CITY HALL 21 N. AVONDALE PLAZA

Approval of Meeting Minutes

Commissioner Michael Smith motioned to approve the following meeting minutes:
January 14, 2026 Regular Meeting Minutes
January 14, 2026 Work Session Meeting Minutes
Commissioner Luis Suazo seconded the motion. The motion was APPROVED unanimously.

Atlanta Regional Commissioner Green Communities Recognition

The Mayor introduced a guest from the Atlanta Regional Commission (ARC) regarding Green Communities recognition. Crystal Jackson, Planning Manager for Climate and Sustainability at ARC, presented information on the Green Communities program, a voluntary certification program established in 2009 to recognize and encourage sustainability efforts by local governments in metro Atlanta.

Ms. Jackson noted that the City of Avondale Estates began participating in the program approximately two years ago, worked through the required policies, programs, and documentation, and achieved Bronze-level Green Communities certification. She highlighted several sustainability initiatives undertaken by the City, including environmental resiliency requirements for new development, a year-round farmers market, recycling and reuse programs, a curbside compost pilot project, and the Northwoods at Lake Avondale Rain Gardens project. She congratulated the City and presented the Bronze certification, noting the City's intention to pursue Silver-level certification in the future.

The Board thanked Ms. Jackson and ARC for their recognition as well as staff for their efforts. Mayor Elmore emphasized the City's commitment to building a sustainable community. Commissioner Luis Suazo also noted the extensive documentation required for certification and recognized the significant achievement given the City's small staff size compared to other participating jurisdictions.

Consideration of a Resolution Approving a Multi-Year Audit Services Agreement with Mauldin & Jenkins, LLC

The City Manager expressed appreciation for the firm's professionalism, timely performance, and respectful working relationship with staff, and noted that the proposed costs reflect minimal increases and average less than the original contract.

Mayor Pro Tem Graham Reiney motioned to adopt a Resolution Approving a Multi-Year Audit Services Agreement with Mauldin & Jenkins, LLC. Commissioner Luis Suazo seconded the motion. The motion was APPROVED unanimously.

First Read of an Ordinance to Establish a Franchise Agreement with Google Fiber

City Manager Patrick Bryant noted that the Georgia Municipal Association consults with municipalities on these agreements, and this agreement follows standard practices for

BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
JANUARY 28, 2025 5:30 P.M.
CITY HALL 21 N. AVONDALE PLAZA

similar cities. He explained that Google Fiber infrastructure will provide additional competition and reliable, high-speed internet service for residents.

City Manager Bryant highlighted that Google Fiber will primarily use existing infrastructure, including pre-existing poles, to minimize disruption and reduce costs. The agreement also includes provisions requiring the franchisee to repair any damage to utilities or public infrastructure caused during any installation. The Board discussed the agreement, noting that installation is intended to be above-ground unless city code or ordinances require otherwise, and emphasized the potential benefits of offering an additional utility option to residents. Members expressed support for increased competition and lower internet rates. No vote was taken, as this was the first reading.

Consideration of an Agreement with Groundtech LLC for debris clean up at Lake Avondale

The Mayor introduced a contract between the City of Avondale Estates and Groundtech LLC in the amount of \$29,873 for work on the Lake Avondale Rehabilitation Project, which is part of the city's capital program.

City Manager Patrick Bryant provided additional context, noting that this project represents the first step in improving the lake's appearance and functionality. He stated that Groundtech LLC is a trusted contractor with a successful track record on City projects, including work at Fletcher Park and at the Dewey Brown Plaza. City Manager Bryant expressed confidence in the contractor's ability to complete the cleanup efficiently and effectively, ensuring quality results for the community. No further questions or comments were raised.

Mayor Pro Tem Graham Reiney motioned to approve an Agreement with Groundtech LLC for debris clean up at Lake Avondale. Commissioner Michael Smith seconded the motion. The motion was APPROVED unanimously.

Consideration of a Resolution to Authorize the Mayor to Execute Documents Necessary to Invest in the Georgia Fund 1 Account

City Manager Patrick Bryant explained that each new Georgia Fund 1 account requires a resolution from the governing board. While the City already invests some funds in Georgia Fund 1, this resolution establishes an additional account specifically for SPLOST funding. City Manager Bryant noted that creating this account allows the City to earn additional interest on these funds, which can be reinvested back into City operations and projects.

Commissioner Michael Smith motioned to adopt a Resolution to Authorize the Mayor to Execute Documents Necessary to Invest in the Georgia Fund 1 Account. Commissioner Luis Suazo seconded the motion. The motion was APPROVED unanimously.

Public Comment

1. Jeff – 3222 Wynn Dr

BOARD OF MAYOR AND COMMISSIONERS
REGULAR MEETING
JANUARY 28, 2025 5:30 P.M.
CITY HALL 21 N. AVONDALE PLAZA

2. Kathy Kingsbury – 817 Stratford Rd

Adjournment

Mayor Pro Tem Graham Reiney motioned to adjourn the Regular Meeting. Commissioner Michael Smith seconded the motion. The motion was APPROVED unanimously. The Regular Meeting adjourned at 5:51 pm.

Karina Reyna, City Clerk

BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
JANUARY 28, 2026 5:52 P.M.
CITY HALL 21 N. AVONDALE PLAZA

Members Present: Jonathan Elmore, Mayor
Graham Reiney, Mayor Pro Tem
Michael Smith, Commissioner
Luis Suazo, Commissioner

Members Absent: Lyda Steadman, Commissioner

Staff Present: Patrick Bryant, City Manager
Shannon Powell, Assistant City Manager
Stephen Quinn, City Attorney
Karina Reyna, City Clerk
Harry Hess, Chief of Police
Jerry Branch, Deputy Chief of Police
Brittany Marmol, Director of Finance and Administrative Services
Marcel Jackson, Director of Public Works, Parks and Sanitation
Ellen Powell, Creative, Marketing & Communications Director
Adriana Holt, Senior Marketing and Communications Coordinator
Isabella Salazar, Marketing and Communications Coordinator

Meeting Called to Order

The meeting was called to order at 5:52 p.m.

Adoption of Agenda

Commissioner Luis Suazo motioned to adopt the meeting agenda. Commissioner Michael Smith seconded the motion. The motion was APPROVED unanimously.

Review of a Memorandum of Agreement with the Atlanta Regional Commission for assistance with the Local Comprehensive Plan Update

The Board reviewed a memorandum of agreement with the Atlanta Regional Commission (ARC) to assist with the update of the City's Comprehensive Plan. City Manager Patrick Bryant explained that this update, along with the Downtown Master Plan update, is included in the City's capital planning program and will be undertaken in the coming year. The ARC will provide a project manager and liaison to facilitate the process and perform a significant portion of the plan preparation, while City staff will provide data, feedback, and support to ensure that the plan meets all state requirements for comprehensive plans.

This agreement is standard and like previous agreements with ARC for comprehensive plan updates, and there is no associated fee. The steering committee will include ARC staff as well as participants selected by City staff. The vote for this item is scheduled for the next meeting on February 11th. No questions were raised regarding the agreement at this time.

BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
JANUARY 28, 2026 5:52 P.M.
CITY HALL 21 N. AVONDALE PLAZA

Review of the Public Meeting Process

The Board discussed potential updates to the City’s public meeting procedures to improve efficiency and clarity. Mayor Jonathan Elmore noted that while changes have been made over the years, additional adjustments are being considered. Proposed changes include moving public comments to the beginning of regular meetings, after commissioner comments, allowing citizens to address all agenda items at once with a three-minute per speaker limit, and eliminating public comment during work sessions, which are intended for Board discussion and staff presentations. Mayor Elmore emphasized that public comment is a dedicated time for citizens to express their views, with responses or follow-up provided after the meeting if needed. The changes are intended to streamline meetings, reduce confusion about when comments are allowed, and maintain compliance. Mayor Pro Tem Graham Reiney further discussed improvements to the City’s public meeting process, emphasizing accessibility, fairness, and more meaningful dialogue with residents. One proposal Mayor Pro Tem Reiney recommends is to implement a mandatory break between the regular meeting and the work session to allow informal interactions between commissioners, staff, and the public, creating a less formal environment for conversation. He also recommended that the Board move from the dais to a table setup, like during retreats, to encourage better eye contact, discussion, and collaboration among commissioners and staff.

The Board also discussed expanding “Commissioner Chats,” informal meetings held outside regular sessions, as a way for residents to share input on city matters, including issues from prior work sessions, upcoming projects, or general observations. This format allows commissioners to hear concerns before formal deliberation and ensures that public comments are treated equally, with consistent time limits and follow-up opportunities. City Manager Bryant affirmed that these adjustments would meet technical requirements for recording.

The discussion concluded with general agreement on the proposed changes, emphasizing two key points: ensuring all members of the public are treated equally during meetings, and using Commissioner Chats as a more effective venue for dialogue outside formal meetings. Staff confirmed their support for facilitating these informal chats and being available during the proposed break between the regular meeting and work session, which is suggested to last 10–15 minutes to allow time for informal conversations. Attorney Stephen Quinn noted that public comments at the beginning of regular meetings is typical in many cities, while work sessions generally either have limited public comment or none, as they are intended for board discussion and deliberation. Finally, because Commissioner Steadman was absent, the Board agreed to revisit and finalize these proposals at a future session, ensuring full participation before implementing changes.

Public Comment

None

Adjournment

Commissioner Luis Suazo motioned to adjourn the Work Session. Commissioner Michael

BOARD OF MAYOR AND COMMISSIONERS
WORK SESSION
JANUARY 28, 2026 5:52 P.M.
CITY HALL 21 N. AVONDALE PLAZA

Smith seconded the motion. The motion was APPROVED unanimously. The Work Session adjourned at 6:22 pm.

Karina Reyna, City Clerk



WHEREAS in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting of trees; and

WHEREAS this day, now known as ARBOR DAY, was first observed with the planting of more than a million trees in the State of Nebraska; and

WHEREAS Arbor Day is now observed throughout the United States and the world; and

WHEREAS trees reduce erosion of our topsoil, reduce heating and cooling costs, moderate temperature, clean air, produce oxygen, and provide habitat for wildlife; and

WHEREAS trees are a renewable resource that provides paper, wood, fuel, and beauty

NOW, THEREFORE, I, Jonathan Elmore, Mayor of the City of Avondale Estates, Georgia, do hereby proclaim February 20, 2026, as the 153rd anniversary celebration of Arbor Day, and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.

Dated this 11th day of February 2026

Jonathan Elmore, Mayor



**AN ORDINANCE OF THE CITY OF AVONDALE ESTATES TO
ESTABLISH A NON-EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE CITY OF AVONDALE ESTATES,
GEORGIA, AND GOOGLE FIBER GEORGIA, LLC
FOR THE INSTALLATION OF NETWORK FACILITIES IN
THE CITY PUBLIC RIGHT-OF-WAY**

This Franchise Agreement ("**Agreement**") is by and between the **CITY OF AVONDALE ESTATES**, a municipal corporation of the State of Georgia ("**City**"), and **GOOGLE FIBER GEORGIA, LLC**, a Georgia limited liability company and its subsidiaries, successors, or assigns ("**Franchisee**") and is effective as of the Effective Date, as determined in accordance with Section 10 below.

RECITALS

- A.** City has jurisdiction and control over the use of certain public rights-of-way in City, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public right-of-way, including related facilities such as medians, parkways, sidewalks, public way, public place or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of City dedicated to public vehicular or pedestrian transportation or utility uses ("**Public ROW**").
- B.** Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("Broadband Internet Services") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City ("Customers").
- C.** The Network may consist of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, City and Franchisee agree as follows:

1. Permission to Encroach and Occupy.

- 1.1. Permission to Encroach on and Occupy Public ROW. Upon the occurrence of the events set forth herein and subject to the conditions set forth in this Agreement, City grants Franchisee permission to encroach on and occupy the Public ROW (the "**Franchise**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in City. This Agreement and the Franchise do not authorize Franchisee to use any City or



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 1

other public property other than the Public ROW as defined herein. Franchisee's use of any other City or other public property, including without limitation poles and conduits, buildings, parks, grounds, lots, and parcels, will be governed under one or more separate agreements regarding those properties.

- 1.2. Subject to State and Local Law. This Agreement and the Franchise are subject to City's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. Franchisee shall at all times comply with the city's code of ordinances ("City Code"), as may be amended from time-to-time.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW, including, but not limited to, constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
- 1.6. Non-Exclusive. This Franchise is not exclusive. City expressly reserves the right to grant franchises, permits, privileges or other rights, if necessary under applicable law, to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for purposes similar to or different from those allowed Franchisee under this Agreement.
- 1.7. No Waiver of Police Power. Neither this Agreement nor the Franchise shall be construed to waive or otherwise restrict the City's lawful exercise of its police power.

2. Franchisee's Obligations.

- 2.1. Individual Permits Required. Franchisee will obtain City's prior approval of required individual encroachment, construction, and other necessary permits as may be required by state law or City Code before placing, replacing, repairing, or altering its Network Facilities in the Public ROW. Franchisee will provide to City any information lawfully required by City. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees before City issues individual permits.



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 2

- 2.2. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Franchisee will comply with all applicable laws and regulations, including the City Code, when performing the Work.
- 2.4. Undergrounding. Franchisee will install or relocate its FTTP Network underground in those areas and portions of City where all transmission and distribution facilities of the public utilities providing electric and communications services are required by City Code, ordinance, or regulation to be placed underground. In those areas where any third-party electricity or communications transmission or distribution facilities remain above ground, Franchisee may install or keep and retain its Network Facilities above ground until such third-party facilities are required to be moved underground.
- 2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Franchisee shall comply with all applicable building, electric and other safety codes.
- 2.6. Non-Interference. Franchisee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Franchisee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities or with vehicular or pedestrian traffic or sight lines.
- 2.7. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Franchisee will promptly, and within any times frames required by City Code or permitting requirements, repair any damage to the Public ROW, City property, or private property if such damage is caused by Franchisee's Work unless another Person is primarily responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by State law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, or as otherwise required by the City Code.
- 2.9. Identification of Network Facilities. Franchisee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Franchisee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties



EXECUTION VERSION

undertaking similar construction projects involving the installation of underground communications facilities. Franchisee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Franchisee's plans, as reasonably determined by the Franchisee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Franchisee's plan where the opportunity involves different areas of the Public ROW than Franchisee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Franchisee's construction plans, and (ii) Franchisee is not obligated to cooperate if Franchisee enters into a commercial cooperation agreement reasonably satisfactory to the Franchisee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Franchisee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.

- 2.11. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.
- 3.2. Removal of Abandoned Network Facilities. If Franchisee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Franchisee will notify City and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place if such facilities are underground or otherwise authorized to be abandoned in place by City Code or permit. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental or Public Purposes. If Franchisee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a lawful governmental or other public purpose, such as, by way of example but not limitation, the construction of a new water or sewer line or the widening, straightening, or relocation of a public road or the construction



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 4

of any public or civic improvement project, Franchisee will, upon written notice from City, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Franchisee to relocate or remove its Network Facilities with less than 180 days' notice, unless otherwise mutually agreed upon by the parties or necessitated by public safety or similarly exigent circumstances.

- 3.4. Relocation to Accommodate Third Parties. If Franchisee's then-existing Network Facilities would interfere with a third-party's planned commercial use of the Public ROW, the third party will be required to bear the cost of relocating Franchisee's existing Network Facilities. Unless otherwise required by law, Franchisee shall not be required to permanently relocate its facilities to accommodate a third party if doing so would materially and adversely affect Franchisee's ability to provide Services.
- 3.5. Non-Discrimination. To the extent permitted by and consistent with applicable law, the City will not unreasonably discriminate between Franchisee and other similarly situated non-incumbent facilities-based broadband internet access service providers with respect to its management of their use of the Public ROW.
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction related conditions and specifications as established by the City Code or permitting requirements. Before proceeding with removal or relocation work, Franchisee will apply for and obtain a street encroachment permit from the City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf. Such contractors and subcontractors shall, at all times, comply with the terms of this Agreement and the City Code, and Franchisee shall at all times be responsible for the work of its contractors or subcontractors relating to the construction, maintenance or operation of the FTTP Network or the Network Facilities and for its contractors' or subcontractors' compliance or failure to comply with this Agreement or the City Code.
- 4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 5

individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A ("Authorized Individuals")**. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Franchise Fee. Franchisee will pay City a fee ("**Franchise Fee**") which will compensate City for Franchisee's use and occupancy of Public ROW pursuant to the Franchise. Franchisee and City acknowledge and agree that the Franchise Fee provides fair and reasonable compensation for Franchisee's use and occupancy of Public ROW as authorized. The Franchise Fee will begin accruing on the Effective Date and be calculated as follows:

5.1. **Franchise Fee.** Franchisee will pay City a Franchise Fee equal to two percent (2%) of Gross Revenues for a calendar quarter, remitted within forty-five (45) days of the end of each calendar quarter, commencing on the Effective Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee from the provision of Broadband Services using the **FTTP** Network. Gross Revenues will include all consideration paid to Franchisee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services that are provided through Network Facilities located at least in part in Public ROW. Gross Revenues include but are not limited to:

- (i) all fees charged to end-user customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee or cost imposed on Franchisee by this Agreement, whether or not Franchisee chooses to separately itemize the fee or cost on its bills to end-user customers (including without limitation the Franchise Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user customers, or City;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees to the City;



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 6

- (iv) revenue derived from the provision of Services to end-user customers where none of the Network Facilities, or any other facilities of Franchisee or any affiliate, that are used to provide such Services are located in Public ROW;
 - (v) any forgone revenue from Franchisee's provision of Services to customers at no charge if required by state law;
 - (vi) any revenue derived from advertising;
 - (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
 - (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Franchisee may make available to its customers;
 - (ix) any tax of general applicability imposed upon Franchisee's end-user customers (but not on Franchisee) by City or by any state, federal, or any other governmental entity, and required to be collected by Franchisee and remitted to the taxing entity (such as sales and use taxes and utility users taxes); the license fee imposed by Section 5.1.1 (ii) is not excluded from the calculation of Gross revenues;
 - (x) any forgone revenue from Franchisee's provision, in Franchisee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Franchisee; provided, however, that any forgone revenue which Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Franchisee.
- 5.2. Fee Itemization. Provided it does so in an accurate and non-misleading manner, Franchisee may itemize, as a separate line item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, the portion of the price of the Services that is attributable to Franchisee's recovery of revenues sufficient to pay the Franchise Fee.
- 5.3. Audit. City may examine the business records of Franchisee in accordance with applicable law to monitor and ensure Franchisee's compliance with this Section 5, during reasonable times and following no less than thirty (30) days' prior written notice. Franchisee will keep all business records reflecting its gross revenues for at least three (3) years. City may, in the event of a dispute concerning compensation under this Section 5, bring an action in any court of competent jurisdiction.



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 7

- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 30 days from the specified due date will be assessed interest at a rate of one (1) percent per month.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law applicable to the City and this Agreement that (i) prohibits collection by any right-of-way franchising authority of any franchise fee from all providers of Services, or (ii) reduces the percentage of revenue on which the franchise fee paid by all providers of Services is based to a percentage that is lower than the revenue percentage set forth in Section 5.1 hereof, then Franchisee will have no obligation to pay the Franchise Fee, or to pay the Franchisee Fee based on such reduced revenue percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the revenue percentage will be commensurately reduced.
- 5.6. Fee Excludes Costs and Taxes. The Franchise Fee required by this Section shall be exclusive of, and in addition to, (a) any costs incurred by, or any cost reimbursement requirement imposed on, Franchisee to comply with this Agreement, and (b) any other tax, fee, or assessment lawfully imposed on Franchisee by the City or any other governmental entity.

6. Indemnification.

- 6.1. Obligations. Franchisee will defend and indemnify City, its officers, elected representatives, employees and agents from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death caused by negligence, recklessness, or intentional wrongful conduct of Franchisee or its contractors or subcontractors arising from the construction, operation, maintenance or repair of the FTTP Network or Network Facilities, or Franchisee's exercise or enjoyment of the rights granted by this Agreement or the Franchise ("Claims"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by City's employees that are covered under applicable workers' compensation laws.
- 6.2. Notice of Claims. City will give prompt written notice to Franchisee of any Claim or threatened Claim no later than thirty (30) calendar days after City receives written notice of the action, suit, or proceeding. City's failure to give the required notice will not relieve Franchisee from its obligation to indemnify City unless, and only to the extent, that Franchisee is materially prejudiced by such failure.
- 6.3. Defense. Franchisee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Franchisee and City will have the right to participate in the defense at its own expense. If Franchisee does not assume control or otherwise participate in the defense of any Claim, Franchisee will be bound by the results obtained by City with



EXECUTION VERSION

respect to the Claim. If Franchisee assumes the defense of a Claim, then in no event will Franchisee cause the City to admit to any liability with respect to, or settle, compromise or discharge, any Claim against the City without the City's prior written consent.

7. **Limitation of Liability.** Except for franchisee's indemnity obligations set forth in Section 6 hereof, neither party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages in connection with this agreement. The parties acknowledge that this limitation will be subject to and may be limited by applicable state law.
8. **Performance Bond.** If Franchisee has not previously provided City with a performance bond under any prior agreement, Franchisee will, promptly after the Effective Date, provide City with a performance bond in the amount of Ten Thousand dollars (\$10,000.00), naming City as obligee and guaranteeing Franchisee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Franchisee's election, any performance bond previously provided by Franchisee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. **Insurance.**
 - 9.1. **Required Coverage.** Franchisee will carry and maintain the following insurance:
 - 9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.
 - 9.1.2. Workers' Compensation with policy limits not less than the minimum state law requirements.
 - 9.2. **Proof of Insurance.** All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon request of the City.
10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Franchise will expire automatically on the fifteenth (15th) anniversary of the Effective Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the Franchise will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.
11. **Termination.**



EXECUTION VERSION

11.1. Termination by City. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred and twenty (120) days after Franchisee's receipt of notice from City of any material breach.

11.2. Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, or directly or indirectly through equity sale or merger, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assignee shall assume all obligations or liabilities of the assigning party under the Agreement, whether arising before or after the effective date of the transfer or assignment. If the assignee agrees in writing to this assumption, then the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, and subject to the conditions set forth in Section 12.2 below, Franchisee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Franchisee;

12.1.2. to any successor in interest of Franchisee's business operations in City connection with any merger, acquisition, or similar transaction if Franchisee reasonably determines after appropriate investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in City if Franchisee reasonably determines after appropriate investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. In the case of any assignment under Section 12.1, the Affiliate, successor or purchaser shall submit to the City within 45 days of consummation of the transaction (a) its address, principal place of business and contact information, and (b) an affirmative declaration that it accepts the terms of this Agreement and **will** assume all obligations or liabilities of the Franchisee under the Agreement, whether arising before or after the effective date of the transfer, assignment or purchase, and that it will comply with all applicable federal, state and City laws and regulations regarding the placement and maintenance of facilities in the Public ROW.

Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For



purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (ii) "control" will mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Franchisee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Franchisee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. **General Provisions.** This Agreement is governed by the laws of the State of Georgia. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

[Signature page follows]



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 11

Signed by authorized representatives of the parties on the dates written below.

FRANCHISEE:

CITY:

GOOGLE FIBER GEORGIA, LLC

CITY OF AVONDALE ESTATES, GEORGIA

By: _____
(Authorized Signature)

By: _____
Jonathan Elmore, Mayor

(Name)

ATTEST:

(Title)

Karina Reyna, City Clerk

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Date: _____

Date: _____

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney



**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[FRANCHISEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section ___ of the Franchise Agreement dated _____ between the [TBD] GA and Google Fiber Georgia, LLC (“Google Fiber”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. [If *applicable*: This letter amends and supersedes the Letter of Authorization dated _____].]

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Name, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Georgia, LLC



EXECUTION VERSION

Broadband Franchise Agreement Between City of Avondale Estates, GA and Google Fiber Georgia, LLC | 13

**LOCAL COMPREHENSIVE PLAN UPDATE ASSISTANCE
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is made and entered into as of this **1st day of November 2025** (the “Effective Date”) by and between the **CITY OF AVONDALE ESTATES** (hereinafter referred as the “City”), a political subdivision of the State of Georgia and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as “ARC”).

WITNESSETH:

WHEREAS, Regional Commissions were created by the State of Georgia in order to assist local governments on a regional basis and to develop, promote, and assist in establishing coordinated and comprehensive planning in the state; and

WHEREAS, as the Regional Commission for the 11-county Atlanta Region, ARC has been mandated to undertake certain regional responsibilities under the Georgia Planning Act of 1989 (as amended) (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and does agree to perform prescribed services to local governments; and

WHEREAS, the City is required to update its Local Comprehensive Plan by **October 31, 2026**, according to the schedule set by the Georgia Department of Community Affairs (“DCA”); and

WHEREAS, the City has requested assistance from ARC to update its Local Comprehensive Plan under the requirements set by the Minimum Standards and Procedures for Local Comprehensive Planning (the “Minimum Standards”) found in Chapter 110-12-1 of the DCA Rules, in accordance with the Georgia Planning Act of 1989 (as amended); and

WHEREAS, ARC and the City believe it is mutually beneficial for both parties that the City, as part of the ARC, maintains its Local Comprehensive Plan; and

WHEREAS, ARC agrees to provide assistance for development of the City’s update of its Local Comprehensive Plan.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agrees as follows:

1. Duties of ARC. ARC agrees to perform the following services:
 - a. Provide a project manager to coordinate with local government staff and ensure that the project is moving forward in a timely manner.
 - b. Facilitate and/or participate in Project Management Team meetings with local government staff.
 - c. Facilitate, in consultation with local government staff, a public engagement process reflecting the community’s demographics, composition and dynamics, to solicit community input, that includes or is equivalent to the following:
 - i. A maximum of two (2) Steering Committee meetings, one (1) to be held in-person and one (1) to be held virtually.

- ii. A maximum of one (1) public engagement event, to be held either in-person or virtually and, if at all possible, attached to an existing/scheduled community event.
 - iii. An online public engagement portal and survey, hosted by ARC.
 - iv. An opportunity for Steering Committee members to review and comment on the draft plan, including a review and comment period lasting at least two (2) weeks.
 - v. An opportunity for Steering Committee members to review and comment on the draft plan, including a review and comment period lasting at least two (2) weeks.
- d. Update, in consultation with local government staff, the following Comprehensive Plan elements of which Regional Commissions are required to assist, as defined at Chapter 110-12-1-.02(7)(b) of the Minimum Standards:
 - i. Community Vision/Goals
 - ii. Needs and Opportunities
 - iii. Broadband
 - iv. Report of Accomplishments
 - v. Community Work Program
- e. Update, in consultation with local government staff, the following Comprehensive Plan elements, if requested by the local government:
 - i. Land Use
 - ii. Economic Development
 - iii. Transportation
 - iv. Housing
 - v. Historic and Arts/Cultural Resources
 - vi. Natural Resources and Sustainability
 - vii. Any other elements identified by the local government
- f. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan (CTP), Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), Economic Development Plan, relevant to ARC or other regional policy or plan document, and any other plans as needed, and integrate same with applicable elements of the Comprehensive Plan, as appropriate.
- g. Present at, attend, or support the two (2) DCA-required public hearings (one at kick-off and one prior to transmittal for regional and state review), if requested by the local government.
- h. Provide language for public hearing notices, if requested by the local government.
- i. Provide advertisement and other public involvement materials, if requested by the local government.
- j. Prepare the final plan document and other supporting materials in ARC's standard format and provide all project files to the local government.
- k. Complete any plan revisions required by DCA following its state review process.
- l. Complete a maximum of two (2) rounds of plan revisions or edits requested by the local government project manager, outside of any revisions required by DCA following its state review process.

2. Duties of the City. The City agrees to perform the following duties:

- a. Provide a staff point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner.
- b. Ensure the staff point of contact participates as a member of the Project Management Team and attends Project Management Team meetings with ARC staff.
- c. Develop a draft Report of Accomplishments showing the status of each item in the Community Work Program from the existing Comprehensive Plan.
- d. Develop a draft five (5) year Community Work Program.
- e. Assemble a Steering Committee reflecting the composition of the local community. The Steering Committee must include members of the governing authority (elected officials), representatives of the local economic development community, and local government staff. It should include or leverage local entities such as artists or arts organizations, nonprofits, community-based organizations (CBOs), neighborhood associations or organizations, and local businesses and/or local business association(s).
- f. Schedule Steering Committee meetings, in consultation with ARC.
- g. Promote public awareness of the plan development process, including timely notice of, and invitations to, Steering Committee and public meetings.
- h. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
- i. Provide any food or beverages desired by the local government for Steering Committee and public meetings.
- j. Post timely notice of, and conduct, public hearings as required by the City's existing procedures.
- k. Provide timely notice to ARC of local government meetings that ARC staff should attend.
- l. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
- m. Meet the following milestones in order for ARC to ensure that the City meets its DCA-designated Plan Update deadline and maintains Qualified Local Government ("QLG") status:
 - i. Schedule a date for the First Required Public Hearing, as defined at Chapter 110-12-1-.04(1)(a) of the Minimum Standards, no more than thirty (30) days after the signing of this Agreement. Note: The actual meeting does not have to occur within the aforementioned thirty (30) days.
 - ii. Identify and confirm Steering Committee members no more than thirty (30) days after the signing of this Agreement.
 - iii. Schedule both Steering Committee meetings no more than forty-five (45) days after the signing of this Agreement. Note: The actual meeting does not have to occur within the aforementioned forty-five (45) days.
 - iv. Complete and provide to ARC staff a draft Report of Accomplishments, showing the status of each item in the Community Work Program from the existing Comprehensive Plan, no more than sixty (60) days after the signing of this Agreement.
 - v. Accompany or host ARC staff on a site visit or tour (walking, biking, or

driving, as appropriate) of key areas of the community no more than sixty (60) days after the signing of this Agreement.

- vi. Schedule the Second Public Hearing, as defined at Chapter 110-12-1-.04(1)(c) of the Minimum Standards, no fewer than seventy-five (75) days before the City's DCA-designated Plan Update deadline of October 31, 2026.
- vii. Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Public Hearings take place first on the hearing or meeting agenda.
- n. If the City seeks to use any consultant services on its plan update, in addition to the services provided by the ARC as outlined in the foregoing, the ARC will only coordinate with, and will only provide information to, the City's staff point of contact.

3. Time of Performance, Amendments, Modifications.

- a. This Agreement shall become effective upon the Effective Date and remain in effect until the completion of the project or termination by the parties as provided below. Notwithstanding anything to the contrary herein, in no event shall the term of this Agreement exceed two (2) yeas from the Effective Date.
- b. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.
- c. Either party may request changes to this Agreement at any time by written notice to the other party's signatory of this Agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this Agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City and ARC. Notwithstanding the foregoing, the City and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

4. Rights in Documents, Materials, and Data Produced. For the purposes of this Agreement, 'data' includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The City and ARC shall have the right to use same without restriction or limitation and without compensation to the other party of the Agreement.

5. Indemnity. The City shall indemnify and hold harmless ARC, its officers, directors, employees and agents from and against any and all losses, reasonable attorneys' fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this Agreement by the City or any person employed by the City.

ARC MOA
022542

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

ATLANTA REGIONAL COMMISSION

Attested, Assistant Secretary

Anna Roach, Executive Director

Witness:

CITY OF AVONDALE ESTATES

Municipal Clerk

Hon. Jonathan Elmore, Mayor

Approved as to Form:

Recommended:

Stephen Quinn

City Attorney

Approved:
