

**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) years 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
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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:
