

**DEVELOPMENT OF LOCAL COMPREHENSIVE PLAN
AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022 by and between the Atlanta Regional Commission (ARC) of Atlanta, Georgia, and the City of Forest Park, a political subdivision of the State of Georgia.

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), and does agree to perform prescribed services to local governments; and

WHEREAS, the City of Forest Park is required to update its Local Comprehensive Plan by October 31, 2023, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Forest Park 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 found in Chapter 110-12-1 of the DCA Rules, under the Georgia Planning Act (as amended); and

WHEREAS, ARC and the City of Forest Park believe it is mutually beneficial for both parties that the City of Forest Park, 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 premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the ARC. In addition to those services outlined in Attachment A: Scope of Work, attached hereto and incorporated by reference herein, 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. Attend Project Management Team meetings with local government staff.
 - c. Update the Community Vision/Goals Element from the existing Comprehensive Plan if requested.
 - d. Update the Needs and Opportunities Element from the existing Comprehensive Plan.

- e. Update the Land Use Element from the existing Comprehensive Plan, if requested.
 - f. Update the Broadband Element from the existing Comprehensive Plan.
 - g. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan (CTP), Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), Economic Development Plan, and other plans as needed, and integrate same with applicable elements of the Comprehensive Plan as appropriate.
 - h. Provide input on the Report of Accomplishments and the new five-year Community Work Program developed by local government staff.
 - i. Provide input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only applicable if the community has an approved CIE).
 - j. 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.
 - k. Facilitate a maximum of two (2) Steering Committee meetings, one (1) to be held in-person and one (1) to be held virtually.
 - l. Facilitate 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.
 - m. Provide an online public engagement portal and/or survey, hosted by ARC, to solicit plan input, if requested.
 - n. Provide language for official public hearing notices, if requested.
 - o. Provide advertisement and other public involvement materials, if requested.
 - p. Prepare the final plan document and other supporting materials and provide all project files to the local government.
 - q. Complete any plan revisions required by DCA following its state review process.
 - r. 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 of Forest Park.** In addition to those duties outlined in Attachment A: Scope of Work, the City of Forest Park 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. Complete a Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan.
 - d. Develop a new five-year Community Work Program, with ARC input.
 - e. Develop a Capital Improvement Element (CIE) Annual Update (only applicable if the community already has an approved CIE), with ARC input.
 - f. Provide ARC a list of Steering Committee members, which must include a member of the governing authority (elected official) and representative of the local economic development community.
 - g. Provide a schedule for Steering Committee meetings, with ARC input.
 - h. Promote public awareness of the plan development process, including timely notice of, and invitations to, Steering Committee and public meetings.

- i. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
- j. Provide any food or beverages desired by the local government for Steering Committee and public meetings.
- k. Post timely notice of, and conduct, public hearings as required by the City's existing procedures.
- l. Provide timely notice to ARC of local government meetings that ARC staff should attend.
- m. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
- n. Ensure that the following timelines are met, for ARC to guarantee that the City will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - i. Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - ii. Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 - iii. Schedule both Steering Committee meetings within thirty (30) days of the signing of this Agreement (note that the meetings themselves do not have to occur within those 30 days).
 - iv. Complete and provide to ARC staff a Report of Accomplishments, showing the current status of each item in the Community Work Program from the existing Comprehensive Plan, within thirty (30) days of the signing of this Agreement.
 - v. Accompany or host ARC staff on a tour (walking, biking or driving, as appropriate) of key areas of the community within thirty (30) days of the signing of this Agreement.
 - vi. Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review process, no later than September 1, 2023.
 - vii. Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Required Public Hearings, take place first on the hearing or meeting agenda.

3. Time of Performance, Amendments, Modifications.

- a. This Agreement shall become effective upon execution by both parties and remain in effect until the completion of the project or termination by of 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 parties, 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 of Forest Park and ARC. Notwithstanding the foregoing, the City of Forest Park 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 of Forest Park and ARC shall have the right to use same without restriction or limitation and without compensation to the other parties of the Agreement.

5. COVID-19 Precautions.

To ensure the safety of ARC staff and stakeholders with whom ARC engages during the planning process, ARC project managers shall work with local government staff to create public outreach and engagement techniques that follow all U.S. Centers for Disease Control and Prevention (CDC) guidelines. This shall apply to meetings, hearings, gatherings, and any other public engagement activities included in the plan development process.

6. Indemnification.

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

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

Atlanta Regional Commission (ARC)

Attested, Assistant Secretary

Anna Roach, Executive Director

Witness:

The City of Forest Park

Municipal Clerk

Hon. _____, Mayor

Approved as to Form:

Recommended:

City Attorney

Approved:

Attachment A: ARC Comprehensive Plan Services Scope of Work

Pursuant to the Georgia Department of Community Affairs (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-12-1), a Regional Commission is required to prepare a **Basic Comprehensive Plan** for a local government upon request, during the community's regular planning due date cycle, at no additional cost to the community.

Per the Minimum Standards and Procedures at section 110-12-1-.02(7)(b) specifically, the Regional Commission is available to prepare the four core elements of the plan (i.e., the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program), or an alternative plan of similar or lesser complexity agreed upon under the alternative planning requirements outlined in section 110-12-1-.02(6).

Based on the foregoing, ARC will produce/provide the following for local governments, to constitute a **Basic Comprehensive Plan**.

- A Project Manager for the project
- Attendance at Project Management Team meetings
- Updates to the existing Community Vision/Goals from the existing Comprehensive Plan, if requested
- An analysis of the Needs and Opportunities facing the community, using ARC resources, local data, and input from community stakeholders
- An updated Land Use Element with Character Areas or standard future land use classifications, if requested
- An updated Broadband Element
- Review and analysis of any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan, Regional Transportation Plan/Transportation Improvement Program, Economic Development Plan, and other plans as needed, for integration into Comprehensive Plan Update as appropriate
- Input on the Report of Accomplishments and the new five-year Community Work Program developed by local government staff
- Input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only applicable if the community already has an approved CIE)
- Presentations/support/attendance at the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review), if requested
- Facilitation of a maximum of two (2) steering committee meetings, one (1) to be held in-person at a location provided by the local government and one (1) to be held virtually
- Facilitation of a maximum of one (1) public meeting, to be held either in-person at a location provided by the local government or virtually and, if at all possible, attached to an existing/scheduled community event
- An online public engagement portal and/or survey hosted by ARC, if requested
- Language for official public hearing notices, if requested
- Advertisement and other public involvement materials to meet the above requirements
- The final plan document and other supporting materials from the process

- Any plan revisions required by DCA following its state review
- A maximum of two (2) rounds of revisions or edits requested by the local government project manager, outside of any revisions required by DCA following its state review process
- Assurance that the local government meets its DCA-designated Qualified Local Government (QLG) deadline if (a) the request for assistance is made to ARC in writing at least 12 months before the QLG deadline and (b) other key deadlines, as outlined below, are met

To ensure that the plan meets the needs of the local government and DCA's requirements, the local government requesting this service will be responsible to produce/provide the following:

- A dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner
- Local government staff attendance at Project Management Team meetings
- A Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan
- A new five-year Community Work Program, with ARC input
- A Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input
- A list of stakeholders for inclusion on the required Steering Committee, including a member of the governing authority (elected official) and representative of the local economic development community
- A schedule for Steering Committee meetings, with ARC input
- Public awareness, notice and invitations to Steering Committee and public meetings
- Locations for public meetings that have heat/air conditioning, water, and electricity
- Any food or beverages desired by the local government for Steering Committee and public meetings
- Posting of notices of public hearings as required by the community's existing procedures
- Timely notice to ARC of local government meetings that ARC staff should attend
- Notice to ARC, at the beginning of the process, of submittal deadlines for relevant local government boards and committees
- Assurance that the following timelines are met, for ARC to guarantee that the Local Government will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 - Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 - Schedule both Steering Committee meetings within thirty (30) days of the signing of this Agreement (note that the meetings themselves do not have to occur within those 30 days).

- Complete and provide to ARC staff a Report of Accomplishments, showing the current status of each item in the Community Work Program from the existing Comprehensive Plan, within thirty (30) days of the signing of this Agreement.
- Accompany or host ARC staff on a tour (walking, biking or driving, as appropriate) of key areas of the community within thirty (30) days of the signing of this Agreement.
- Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review process, no later than September 1, 2023.
- Ensure that any presentation(s) by ARC staff at the above-mentioned First and Second Required Public Hearings, take place first on the hearing or meeting agenda.

Note: The scope of work provided by ARC, as outlined above, exceeds the requirements of the Minimum Standards and Procedures for Local Comprehensive Planning at section 110-12-1-.02(7)(b), which stipulates that the Regional Commission must prepare the four core elements of the plan (i.e., the Community Goals, Needs and Opportunities, Broadband Element, and Community Work Program), or an alternative plan of similar or lesser complexity agreed upon under the alternative planning requirements outlined in section 110-12-1-.02(6).

Note: If the local government seeks to use consultants during the update, ARC will coordinate only with the primary local government contact and will only provide the items listed above to the local government.

Note: To ensure the safety of ARC staff and stakeholders with whom ARC engages during the planning process, ARC project managers will work with local government staff to create public outreach and engagement techniques that follow all federal, state and local guidelines. This will apply to meetings, hearings, gatherings, and any other public engagement activities included in the plan development process.