

**STATE OF GEORGIA  
COUNTY OF FULTON**

**MEMORANDUM OF AGREEMENT BETWEEN  
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND  
CITY OF LAWRENCEVILLE**

This Memorandum of Agreement (the “MOA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between the Georgia Department of Community Affairs (“DCA”), whose address is 60 Executive Park South, NE, Atlanta, Georgia 30329 and City of Lawrenceville (“Designee”), whose address is 70 S Clayton St, Lawrenceville, GA 30046, collectively referred to as the Parties.

**WHEREAS**, DCA offers a PlanFirst (“PlanFirst”) program that recognizes and rewards communities that clearly demonstrate an established pattern of successfully implementing their local comprehensive plan;

**WHEREAS**, the PlanFirst designation is awarded to local governments on an individual basis;

**WHEREAS**, on May 15, 2025, the Designee applied to be considered an eligible community under the PlanFirst program;

**WHEREAS**, on September 15, 2025, DCA approved, recognized, and awarded the Designee to be designated as a PlanFirst community; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, DCA and the Designee do hereby agree as follows:

1. **Term:**

- a. This initial term of this MOA shall commence on the Effective Date and shall be for a period of three (3) years from the 1<sup>st</sup> day, of January 2026 to the 31<sup>st</sup> day, of December 2028, unless terminated pursuant to the termination provision contained in this MOA.

2. **DCA’s Responsibilities:**

- a. DCA agrees to the following:
  - i. To provide the Designee access to DCA tools and assistance in support of the Designee’s plan implementation goals for the duration of this MOA;

- ii. To provide the Designee state-wide recognition for plan implementation successes:
  - 1. To recognize the Designee on DCA’s website;
  - 2. To list the Designee on all PlanFirst outreach flyers;
  - 3. To list the Designee on all PlanFirst presentations; and
  - 4. To provide and award the Designee one plaque and one certificate for their recognition as a PlanFirst Designee.
- iii. To provide the Designee access to three additional bonus points on Housing Tax Credit applications with an approved revitalization plan;
- iv. To provide the Designee eligibility to compete annually (rather than biannually) for state-administered Community Development Block Grant (“CDBG”) funding (Department of Housing and Urban Development CDBG non-entitlement communities, only);
- v. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through the Employment Incentive Program (“EIP”);
- vi. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA’s Redevelopment Fund Program;
- vii. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA’s Downtown Development Revolving Loan Fund Program (“DDRLF”);
- viii. To provide the Designee free attendance at any community planning institute event for up to two community representatives per PlanFirst designation cycle;
- b. DCA agrees to refer the Designee to GEFA for an interest rate reduction of 50 basis points (½%) for approved state loans.

3. **The Designee’s Responsibilities:**

- a. The Designee agrees to the following:
  - i. To continue to strive for planning excellence in all areas of comprehensive plan development and implementation;
  - ii. To participate in the PlanFirst program by supporting a staff member’s participation as a PlanFirst Reviewer, for application review as well as on-site visits to applicant;
  - iii. To participate as a presenter at a community planning institute event, when and if called upon;
  - iv. To submit one plan implementation success story for inclusion on DCA’s planning success stories and best practices when requested by DCA’s program manager (no more than once per year);
  - v. To maintain eligibility as a qualified local government (“QLG”) by having an approved comprehensive plan and service delivery strategy and being current on all required reporting to DCA. In the event of loss

- of the QLG status by a PlanFirst community, the incentives awarded by designation will be suspended until QLG status is restored; and
- vi. To promulgate the comprehensive plan and foster local access to the plan by making it generally available through the community's website.

4. **General Provisions:**

- a. **Entirety of Agreement:** This MOA represents the entire MOA between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- b. **Amendments:** Either party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA, that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOA.
- c. **Termination:**
  - i. If the Designee violates any of its responsibilities under this MOA, DCA shall thereupon have the right to terminate this MOA; however, DCA must give a written notice of this intention to do so by providing at least thirty (30) days notice to the Designee.
  - ii. Once this MOA is terminated, the Designee shall return any affected loan percentage rates back to the current normal interest rate and discontinue using any PlanFirst branding or identifying marks associated with the PlanFirst designation.
- d. **Authority.** The undersigned hereby attests that he is authorized to enter into this MOA on behalf of the Designee and certifies that neither the Designee nor its officials have violated any applicable provision of state law in the execution of this MOA.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this MOA to be effective as of the day and year first written above.

**CITY OF LAWRENCEVILLE**

**GEORGIA DEPARTMENT OF  
COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Name: David Still  
Title: Mayor

By: \_\_\_\_\_  
Name: G. Christopher Nunn  
Title: Commissioner