

## PLANNING SERVICE CONTRACT

This agreement is hereby entered into between the Town of Ashland City hereinafter referred to as "Town" and (Clark Development Corporation, Limited Liability Company) hereinafter referred to as "Planner". Whereas the parties are in agreement for the Planner to provide services to the Town and act as the Town's Planner for purposes of all building, zoning, and planning.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- A. SCOPE OF SERVICES. The Planner shall provide the following services:
1. Attends meetings and provides direct planning assistance and advisory services to local planning commission and boards of zoning appeals and local legislative commissions and committees upon request.
  2. Review of all site plans, plats, and rezoning request and prepared written recommendations.
  3. Technical assistance through phone calls, emails, or other correspondence
  4. Provide or arrange for four (4) hours of planning commission and boards of zoning appeals training to comply with statutory requirement.
  5. Assistance with periodic update of all land use control regulation documents and maps upon receipt of locally adopted resolutions and/or ordinances.
  6. Connecting with grant opportunities, both one-time and recurring, and assistance provided by Planner.
  7. Review of projects supported by TDOT, the NIPO, and the RPO for feedback, input, and impact on local decision-making (attendance to scheduled meetings with transportation organizations).
  8. Provide updates to the Town on recent or anticipated changes to statute, recent court cases that may impact local decision-making.
  9. Monitoring the Public Infrastructure Needs Inventory (PNI) maintained by TACR for projects initiated by the Town.
  10. Annual planning work programs identifying anticipated scope work.
- B. The Town will be responsible for the following responsibilities:
1. Provide Planner with sufficient notice of meetings and obligations.
  2. Provide Planner access to all planning related documents including but not limited to adopted plans, ordinances, and maps.

C. TERM OF CONTRACT:

This contract shall become effective on June 01, 2024, and shall be effective for 13 months terminating on June 30, 2025. The parties may continue this agreement upon the payment by the Town of the prorated monthly amount and the acceptance of the Planner of said fees.

D. PAYMENT TERMS AND CONDITIONS:

This contract shall be in the amount of Nine Thousand Two Hundred One Dollars (\$9201.00) on an annual basis. This shall be prorated and paid for by the Town on a monthly basis. This is the entire compensation for the Planner for the services as set out in Section A above. Planner will not be compensated or reimbursed for travel, meals, or lodging by the Town. Any services that are above and beyond the items listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

E. TERMINATION OF AGREEMENT

This agreement may be terminated by either party for convenience without being a breach of this contract. Both sides shall give thirty days' notice for a termination for convenience. Upon termination by either party, the Town shall only be responsible for fees of the Planner to be prorated of the current yearly rate. Either side may terminate this contract for cause immediately upon giving the other party the opportunity to cure any issues within five (5) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Work.

F. ASSIGNMENT:

This agreement may not be assigned or subcontracted by the Planner without the express written permission of the Town.

G. RECORDS:

Planner will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Planner. The Town shall have the right to have a copy of any and all documents obtained by Planner in the performance of his duties under this contract.

H. INDEPENDENT CONTRACTOR:

Planner is an independent contractor and is not under any circumstances an employee of the Town. As an independent contractor, the Town will not provide any benefits, leave, insurance, or any other benefits. The Planner is solely liable for his own worker's compensation insurance and liability insurance. Planner is also solely liable

for his own income tax, social security, and any other expenses. Planner shall also provide adequate liability insurance to cover any errors or omissions.

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*Ceagus L. Clark, 4/30/2024*

Mayor

(Date)

(Date)