

## **Sample Interlocal Agreement for Planning Assistance**

With the demise of the Office of Local Planning, many local governments in Tennessee are seeking a new arrangement to fulfill their planning needs. One such arrangement, already in place in a number of jurisdictions, is an interlocal agreement whereby a local government with a planning department provides planning services to another local government on a contractual basis. Attached is a sample interlocal agreement establishing such an arrangement.

As drafted the sample interlocal agreement assumes a city with a planning department providing planning services to a county. However, the agreement can be tailored to fit an arrangement between any political subdivisions, city or county. Should you have any questions or need assistance in the execution of this agreement, please contact your CTAS county government consultant.

INTERLOCAL AGREEMENT FOR PLANNING ASSISTANCE

WHEREAS, the City of \_\_\_\_\_, Tennessee, is a municipal corporation of the State of Tennessee; and

WHEREAS, \_\_\_\_\_ County, Tennessee, is a political subdivision of the State of Tennessee; and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-108 the City of \_\_\_\_\_, Tennessee, and \_\_\_\_\_ County, Tennessee, have the power to enter into an interlocal agreement for the performance of any governmental service, activity or undertaking which each is authorized by law to perform; and

WHEREAS, cities and counties are authorized to perform planning services under the provisions of Title 13 of the Tennessee Code Annotated; and

WHEREAS, \_\_\_\_\_ County is in need of planning services in order to better serve its present and future needs; and

WHEREAS, the City of \_\_\_\_\_, Tennessee, has a planning staff with sufficient qualifications to provide planning services to \_\_\_\_\_ County, Tennessee.

NOW, THEREFORE, this agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of \_\_\_\_\_, Tennessee, hereinafter referred to as "Provider", and \_\_\_\_\_ County, Tennessee, hereinafter referred to as "County".

1. PURPOSE. This Agreement is for the purpose of authorizing Provider to provide planning services to County in exchange for consideration under the following terms.

2. TERM. The initial term of this Agreement shall be one (1) year, beginning on \_\_\_\_\_, and shall automatically renew for additional one (1) year terms thereafter; provided, however, that either party shall have the right, upon one hundred twenty (120) days written notice to the other, to terminate this Agreement without penalty or recourse, in which event the effective termination date of this Agreement will be at the end of the one hundred twenty (120) day period following the date of receipt of the written notice of termination.

3. CONSIDERATION. For and in consideration of the services to be provided hereunder by Provider to County, County shall pay Provider

\_\_\_\_\_. *[The consideration paid to Provider can be set up in this section in various ways. Some options include: (1) County can agree to pay Provider a base amount for planning services listed in Attachment A to this Agreement and agree to pay additional amounts to Provider for extra services beyond what is agreed upon in Attachment A to this Agreement. Such extra services and corresponding payments for those services would be agreed upon by the*

*parties in a separate agreement; (2) County can pay Provider on a fee for service basis. In that case, each service listed on Attachment A would need to be assigned a fee; or (3) County can pay Provider on a budgetary basis. In that case, County would need to agree to approve the budget for planning services by a date certain and such date would need to appear in this section of the Agreement. If multiple entities are contracting for Provider's planning services under this Agreement, then the cost of such services would be divided by the entities on a percentage basis agreed upon by the entities and set forth in this section of the Agreement.]*

4. PAYMENT. County shall pay Provider on a \_\_\_\_\_ basis with each payment being due \_\_\_\_\_. *[In this section, the parties need to specify when payments will be made to Provider. This could be monthly, quarterly, annually, or however the parties agree. The frequency of payments will depend on the method of payment selected in Section 3 above.]* Should this Agreement be terminated prior to the running of any annual term, then any unearned payments made to Provider shall be prorated by Provider based on the remainder of the term and a refund shall be issued to the County. *[Note: The preceding provision regarding proration will probably not apply if a fee for service arrangement is selected in Section 3.]*

5. SERVICES. Provider's planning staff shall provide planning services for the County pursuant to applicable federal, state and local laws, codes, rules and regulations. "Planning Services" are set forth in Attachment A. Provider's planning staff shall provide planning services in a professional, courteous, effective and efficient manner in compliance with the Code of Ethics established by the American Planning Association and the American Institute of Certified Planners.

6. CONFLICT. Provider and County shall take all possible steps to try to avoid scheduling conflicts which would prevent Provider's planning staff from attending meetings on behalf of the County. In the event a scheduling conflict arises, each party shall inform the other party so that an agreed upon solution may be reached. By nature of providing planning services for both the Provider and County, conflicts of interest may arise from time to time. Should a conflict of interest arise, such conflict shall be resolved in accordance with the Code of Ethics established by the American Planning Association and the American Institute of Certified Planners.

7. OVERSIGHT AND EVALUATION. Provider will coordinate with County so that Provider and County may evaluate the planning assistance not less frequently than annually. Provider will take reasonable care to ensure that planning services meet County's satisfaction. Provider shall use its own employees, personnel, building space, equipment and facilities for performing this Agreement. In providing services under this Agreement, Provider's planning staff shall not be under the supervision or control of the County except as specified under this Agreement. Provider shall pay all compensation, employee benefits, taxes, insurance, social security, and unemployment insurance for its employees. Provider's planning staff shall be considered employees of Provider for all purposes, and shall not be considered employees of County for any purpose. All necessary disciplinary actions shall be at the exclusive discretion of and be implemented by Provider.

8. RECORDS and FILES. Provider's planning staff will temporarily maintain all records and files produced pursuant to this Agreement, except as to such original documents as are, by law or custom, kept on file and recorded with the Register of Deeds. At the completion of any land use approval/review action covered by this Agreement, said records and files shall be transferred to the County. At the termination or expiration of this Agreement, all remaining records and files shall be transferred to the County.

9. INSURANCE. Provider shall provide all necessary insurance, including but not limited to liability and workers compensation insurance, for each planning staff member utilized under the terms of this Agreement, naming the County as an additional insured for purposes of performance of this Agreement. County shall also obtain appropriate liability insurance for its liability exposure pertaining to activities performed by County pursuant to this Agreement.

10. SUBCONTRACTING. Neither party shall assign or subcontract this Agreement or any portion of this Agreement without the prior written consent of the other party.

11. SCOPE. This writing is intended to incorporate the entire agreement of the parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing bodies of both parties.

12. EXCLUSIVITY. The parties agree that this is not an exclusive service agreement. Provider may provide similar services to other entities; provided that Provider must at all times fulfill the obligations and duties and meet the standards established in this Agreement.

13. CUMULATIVE REMEDIES. No provision of this Agreement precludes either party from pursuing any other remedies provided by law.

14. SEVERABILITY. The provisions of this Agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

PROVIDER:

CITY OF \_\_\_\_\_,  
TENNESSEE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

COUNTY:

\_\_\_\_\_ COUNTY, TENNESSEE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
County Clerk

ATTACHMENT A

“Planning Services” include the following [Check all that apply]:

- Assist and advise the Planning Commission, including providing advice and assistance on all matters relating to state, federal, and regional programs which impact planning and implementation for the locality, and prepare reports and make presentations, as requested.
- Assist and advise the Board of Zoning Appeals and prepare reports and make presentations, as requested.
- Review development proposals and provide advice and assistance to the Planning Commission in evaluating such proposals.
- Attend Planning Commission meetings and attend meetings of the Board of Zoning Appeals and county legislative body, as necessary.
- Assist in the preparation or review of the long range work program of the Planning Commission.
- Prepare comprehensive plans and Public Chapter 1101 Growth Management Plans and amendments thereto.
- Prepare land use controls including but not limited to zoning ordinances, subdivision regulations and flood plain management regulations. Prepare other documents and planning studies as needed.
- Conduct research related to planning, as necessary.
- Provide training for the Planning Commission, Board of Zoning Appeals and other local officials and employees.
- Respond to County officials and staff inquiries.
- Assist with mapping and make available Geographic Information System technician(s) to provide technical support for mapping and similar activities.
- Respond to general inquiries from the public and assist in providing information to the public on planning activities and programs through meetings, conferences, and news releases and presentations before various groups.
- Assist in grant preparation and administration, as needed.

— Assist in the development of a transportation/major road plan and with the maintenance thereof.