

INTERLOCAL AGREEMENT
For Planner Consultation and Assistance
Between Cities _____
Counties _____

The following parties: Amanda Rhinehart (hereafter PLANNER) through the City of Fayetteville (hereafter COF) and the following Cities: _____ and Counties: _____ (hereafter called PARTNERS) enter into the below Interlocal Agreement with consideration of the mutual covenants herein. The benefit of a jointly funded planning endeavor is more beneficial than the separate contractual agreement with a contract single planner. All parties of this Agreement are authorized by Tennessee Code Annotated, Section 12-9-101 to enter into Interlocal Agreements.

PURPOSE:

The purpose of this agreement is for the governmental parties to collectively offer planning services to City and County planning committees from the former State Planner. The COF will offer assistance through the Planner to each of the Partners of the Agreement on equitable bases to assist planning committees. The Partners will have the obligation to work with the Planner and keep information up to date and advise needed research and information requirements to the Planner.

AGREEMENT TERM:

The agreement duration shall be for three (3) years and will automatically renew each year unless a written ninety (90) day notification is given to the COF. This lead time is needed to notify other Partners and employees if there is a change.

This agreement may be terminated after one (1) year upon written notification to:

City Administrator
City of Fayetteville
110 Elk Avenue South
Fayetteville, TN 37334

SERVICES:

EMPLOYEE

The COF will hire the Planner as an employee who will have the same benefits and administrative procedures as the other COF employees. The personnel policy will be followed as currently approved by the COF Board of Mayor and Alderman (BMA).

The Services to the Partners will include:

1. Attendance at planning commission meetings, assistance in the preparation and/or review of the long range work program of the planning commission: preparation of comprehensive plans and other planning studies and documents.
2. Preparation of land use controls including but not limited to zoning ordinances, subdivision regulations, flood plain management regulations, or other land use controls such as: review of development proposals, advice and assistance to administrators of zoning, subdivision regulations and other land use controls.
3. Planning related to research.
4. Specialty training for Planning Commissions, Boards of Zoning Appeals and local administrators. Assist in providing information on planning activities and interpreting planning programs and activities to the public through meetings and conferences, news releases and presentations before various groups.
5. Advice and assist on all matters relating to state, federal, and regional programs which impact planning and implementation for the locality.
6. Access to an independent contractor for mapping, and geographic information systems support would be set up by COF. Additional costs could apply for large mapping changes.

EVALUATION

The COF will contact Partners to collectively evaluate the Planner on an annual basis and will make a consensus determination on the performance.

DISPUTE RESOLUTION

Whenever any dispute arises between the Partners and Planner, or between the COF under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. The meeting should include a representative from each party involved in the dispute and the City Attorney as a mediator.

DISCIPLINARY ACTION

All disciplinary action will be in accordance with the personnel policies and procedures of the COF. Any necessary disciplinary actions will be managed and administered by the City Administrator of the City of Fayetteville.

SALARY AND BENEFITS

The salary for the Planner position shall be determined by the COF City Administrator, and be based upon the position data sheets. (Level _ and Step _) Benefits shall be in accordance with the personnel policies of the COF and as amended.

INSURANCE AND LIABILITY

The COF shall provide worker's compensation insurance for the Planner regardless of work location. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable laws, each of the respective Cities or Counties shall hold the COF harmless for all actions of the Planner when said Planner is working under their guidance and direction. The Planner will be offering advice for the Planning Committees and will not be voting or requiring specific procedures. The Planning Committee will be the action group. Each City or County shall have liability insurance for all liability, which might apply to the actions of the Planning Committee.

METHOD OF PAYMENT

The Partners will pay the COF the Local Planning's fee structure that is based on community population. For Partners, who have not been established with the State Planning Division, an appropriate amount will be determined utilizing the same methodology as set for the other Cities/Counties. (SEE ATTACHEMENT)

TERMS AND CONDITIONS

The Tennessee Standard Terms and Conditions will apply to this agreement.

Mayor, City of Fayetteville _____

For Cities:

Mayor _____

For Counties:

Mayor _____

CITY/COUNTY:	NAME:	POSITION:	STREET:	P.O. BOX:	CITY & ZIP CODE:	
Bedford Co	Eugene Ray	County Mayor	Court House	1 Public Sq Ste 101	Shelbyville, TN 37160	\$11,250
Franklin Co	Richard Stewart	County Mayor	County Cthse	1 S Jefferson St	Winchester, TN 37398	\$11,250
Giles Co	Janet Vanzant	County Exec	Court House	P.O. Box 678	Pulaski, TN 38478	No contract
Lincoln Co	Peggy Bevils	County Mayor	Court House	Room 101	Fayetteville, TN 37334	\$11,250
Marshall Co	Joe Boyd Liggett	County Mayor	1108 Cthse Annex		Lewisburg, TN 37091	No contract
Moore Co	Sloan Stewart	County Exec	Court House	P.O. Box 206	Lynchburg, TN 37352	\$7,750
Bell Buckle	Dennis Webb	Mayor		P.O. Box 276	Bell Buckle, TN 37020	\$5,250
Chapel Hill	Carl Cooper	Mayor	2202 Unionville Rd	P.O. Box 157	Chapel Hill, TN 37034	No contract
Cornersville	Amos Davis	Mayor	118 S. Main	P.O. Box 128	Cornersville, TN 37047	No contract
Cowan	Joe Ed Williams	Mayor	301 E. Cumberland St	P.O. Box 338	Cowan, TN 37318	\$6,750
Decherd	Don Henshaw	Mayor	1301 W. Main	P.O. Box 488	Decherd, TN 37324	\$6,750
Estill Springs	Tony DeMatteo	Mayor	100 Hudgins St	P.O. Drawer 100	Estill Springs, TN 37330	\$6,750
Fayetteville	John Ed Underwood	Mayor	110 Elk Ave S.		Fayetteville, TN 37334	\$10,000
Huntland	Terry May	Mayor	100 Cumberland Blvd	P.O. Drawer H	Huntland, TN 37345	\$5,250
Lewisburg	Barbara Woods	Mayor	131 E. Church St	P.O. Box 1968	Lewisburg, TN 37091	\$11,250
Normandy	Larry Nee	Mayor		P.O. Box 68	Normandy, TN 37360	No contract
Petersburg	James Owen	Mayor	120 Eastside Sq	P.O. Box 215	Petersburg, TN 37144	No contract
Pulaski	Pat Ford	Mayor	203 S. 1st St	P.O. Box 633	Pulaski, TN 38378	\$9,250
Shelbyville	Wallace Cartwright	Mayor	201 N. Spring St	P.O. Box 185	Shelbyville, TN 37160	\$12,000
Tullahoma	Troy Bisby	Mayor	201 W. Grundy St		Tullahoma, TN 37388	No contract
Wartrace	Donald Gallagher	Mayor	26 Main St	P.O. Box 158	Wartrace, TN 37183	\$5,250
Winchester	Terry Harrell	Mayor	7 S. High St		Winchester, TN	\$9,250