

## TOWN PLANNING ADVISORY SERVICES AGREEMENT

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THIS AGREEMENT, made and entered into this day of \_\_\_\_\_ by and between Mr. Christopher Lynn Pate, hereinafter referred to as "Consultant" and the Town of Mason, Tennessee, hereinafter referred to as "Mason" (collectively "Parties").

### WITNESSETH

**WHEREAS**, the Board of Mayor and Aldermen of Mason (hereinafter referred to as the "Town Officials") desire to retain the professional services of a Town Planner (hereinafter referred to as "Consultant"), as an advisor in the areas of town planning and development;

**WHEREAS**, the Town Officials of Mason have identified Consultant as having the requisite and necessary qualifications to perform requested services; and

**NOW, THEREFORE**, in the consideration of the premises and other good and valuable consideration, the Parties do hereby mutually agree as follows:

1) Duration and Termination

The effective date of this Agreement shall be July 1, 2020. This Agreement shall end on June 30, 2021.

2) Scope of Services

The Consultant will perform services as an independent contractor for Mason preparing meeting agendas and appearing at the regular Planning Commission meetings. The Consultant may prepare meeting agendas for special Planning Commission meetings given at least ten (10) days' notice. The Consultant may not be available to attend special meetings. Consultant's duties include general consulting work relative to town planning at the direction of the Town Officials. Consultant shall provide Mason with expert services relative to preparation of the planning, design, or any technical services required for the completion of a Comprehensive Master Plan for Mason and its related design and technical documents, including but not limited to the following:

- a. Assistance with planning commission meetings;
- b. Review of the long range work program(s) of the Planning Commission;
- c. Preparation of comprehensive town plans and studies;

- d. Preparation of land use controls including but not limited to zoning ordinances, subdivision regulations, or other land use controls;
- e. Review of development proposals;
- f. Advice and assistance to administrators of zoning, subdivision regulations and other land use controls;
- g. Specialty training for the planning commissions, boards of zoning appeal and local administrators;
- h. Assistance 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;
- i. Advice and assistance on all matters relating to state, federal and regional programs which impact planning and implementation for the locality;
- j. Other planning tasks as directed by Town Officials.

3) Payment

For the period of this Agreement, it is agreed that Mason will pay the Consultant the sum of \$4,250.00 in quarterly installments of \$1,062.50 due and payable on the first day of each quarter.

4) Term and Termination

- a. Subject to the provisions of section 4(b) herein, the term of this Agreement shall be for an initial period of twelve (12) months. The term of this Agreement may be extended by mutual written agreement or course of dealing by the parties.
- b. Notwithstanding the term of this Agreement, either party may terminate this Agreement for any reason upon 30 days written notice to the other party. Payment of any amount beyond the end of the 30 day notice period will be refunded on a prorated basis.

5) Indemnification Clause

Mason agrees to indemnify, defend and hold The Consultant harmless from and against any and all liability, loss, damage, or expense, including attorney's fees that may be incurred or sustained for any reason in connection with Consultant's performance under this Agreement.

6) Assignment

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

7) Integration

This Agreement constitutes the entire agreement between The Consultant and Mason, pertaining to the subject matter hereof, and supersedes all prior or contemporaneous written or verbal agreements and understandings with Mason in connection with the subject matter hereof. To the extent that prior representations have been made, neither party has relied on such prior representations in entering into this Agreement.

This Agreement is executed by the Parties as of the date stated at the beginning.

8) Governing Law

This Agreement and the rights and obligations hereunder shall be governed by the laws of Tennessee, and the parties to this Agreement specifically consent to the jurisdiction of the courts of Tennessee over any action arising out of or related to this Agreement.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized, as of the day and year first above written.

Mr. Christopher Lynn Pate

TOWN OF MASON

By: \_\_\_\_\_  
Consultant

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_