

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0140**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and BARGE, WAGGONER, SUMNER & CANNON, INC. (BWSC) hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

DEVELOPMENT OF A COMPREHENSIVE PARKS AND RECREATION 10-YEAR MASTER PLAN

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Work. The Scope of Work as found in Attachment A shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on a percentage of work completed and invoiced with a not to exceed Lump Sum Fee of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry;
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging

independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The

Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for

convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

- d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because

of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts

relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.



City of Franklin Park and Recreation Master Plan Scope of Work and Fee

1.0 PROJECT INITIATION AND ADMINISTRATION

1.1 Project Planning

Prepare a detailed Project Management Plan that will address key project management, scope and quality assurance processes. We will develop a Microsoft Project schedule that includes a Work Breakdown Structure with task durations and milestone dates. The schedule will be addressed at each regularly scheduled internal project team meeting and schedule progress will be reported to you at least on a monthly basis. Our Project Management Plan will include tools such as a Risk Register that identifies potential project risks early in the project and includes mitigation strategies, an Action Item List that is kept current on a weekly basis to track the status of resolution of Action Items, and a Quality Assurance/Quality Control Plan that sets forth the mechanisms and schedule for quality reviews throughout the planning process. We take quality very seriously and will dedicate the resources and time in the schedule to address this important component of the planning process.

The Project Management Plan will include a Communications Plan that sets forth the means, methods and frequency of communication with all stakeholders. We will develop this plan with you so we can communicate in accordance with your needs.

1.2 Kick-Off Meeting

Once we have completed the initial project planning, the BWSC team will conduct a kick-off meeting in City of Franklin Parks Department (CoF Parks) to review the Project Management Plan and to receive city supplied documents, base maps, plans and other information.

During the meeting we will have an initial discussion with you regarding the city's mission, vision, goals and objectives for the Department and how you see this planning effort helping to accomplish them. We will discuss the historic elements of the community and how we can plan appropriately for those needs and stakeholders. We will discuss and refine the strategy for the community outreach and public involvement phase. In particular, we will present our initial thoughts regarding the potential content of the community survey instrument; we will want to determine the means for the survey and the survey content during this phase of the work in order to begin the survey as early in the planning process as possible. This is due to a rather significant lag time from the commencement of the survey to having the results available to facilitate the needs assessment and recommendations. Following this meeting, we will develop a specific community involvement plan setting forth the strategy, means, methods and timing for the public outreach component of the planning process.

The city has made an investment in their Geographic Information System (GIS) and our team will enhance that system during this project. The kick-off meeting will allow us to gather GIS information maintained by the city in support of the Parks department. This data will be invaluable to the execution of the project and community outreach.

At the conclusion of this meeting, we will conduct a general area reconnaissance and site visit of all recreational facilities to better familiarize ourselves with the physical conditions at all facilities. We propose that you participate with us in this orientation tour to share insights.

1.3 Deliverables

Project Management Plan to include a work plan, a planning process flowchart, Microsoft Project schedule and minutes of the kick-off meeting. Subsequent deliverables throughout the course of the project will include items such as meeting agendas and minutes, handouts, website updates.

2.0 RESEARCH AND ANALYSIS

2.1 Collection and Review of Existing Documentation

In this phase our team will gather and evaluate the information necessary to facilitate the public involvement process and provide a basis for informed decisions related to recommendations. Relevant data will be reviewed to establish the appropriate policy and planning context. This includes, but is not limited to relevant planning studies, such as the previously prepared greenways, trails, and open space plans; historic site studies, reports, and master plans; circulation/traffic data and plans; user surveys; aerial photographs; population profiles and other U.S. Census database and demographic data; and other information as available. These sources will be examined and used in the course of research. In addition, we will review and study available site plans and programming documents of existing parks and recreation facilities.

The BWSC team will review and become knowledgeable of the growth policies and implementation strategies established in the City of Franklin. This will include the City's Land Use Plan, Central Area Plan, Zoning Ordinance, the goals and objectives of Franklin Tomorrow, the ongoing Transportation Plan, the current Parkland Dedication Ordinance and any long-range capital improvement programs to determine how these documents may impact and guide the proposed Recreation Needs Assessment.

2.2 Parks Distribution

We will review the distribution of the park land and facilities throughout the community. This review is key to an understanding that will help us with a couple of important issues. First is connectivity of the elements of the park system. Your system wide master plan will be most effective if we can connect the parks, trails, transit stops, and sidewalks to enhance overall walkability and convenience. This is a huge driver in how people view quality of life. Safe access, a network that caters to people of all ages and abilities, and the simple need to get from point A to point B easily, are all important factors to consider in connectivity.

The second issue in distribution of the park land is whether the existing facilities are located equitably throughout the community. Is there an unmet need in a growing area of the community? What interests are there for passive space or an active sports facility in a certain area that would require those residents to travel a distance for that need to be met? Determining where the facilities are relative to the population's critical mass and specific interests are important in planning for proper distribution of parks throughout Franklin.

2.3 Demographic & Trends Analysis

Our team will use the city's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to GIS and specializing in population projections and market trends; for comparison purposes, data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To determine changes occurring in Franklin and the region, and assist in making proactive decisions to accommodate those shifts.
- Provide the basis for Equity Mapping and Service Area Analysis
- Franklin's demographic analysis will be based on US 2000 Census information, 2014 updated projections, and 5- (2018) and 10- (2023) year projections. The following demographic characteristics will be included:
 - o Population density
 - o Age distribution
 - o Households
 - o Gender
 - o Ethnicity
 - o Household income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the BWSC team uses the Sporting Goods Manufacturers Association information as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

2.4 Survey Instrument Development

Work with the CoF Parks to develop the survey instrument. Questions on the survey are developed in partnership with city staff in association with the BWSC planning team. A survey is generally four to five pages in length and takes approximately 10 minutes to administer over the phone. This length allows for between 15-20 questions to be asked, many with multiple components. ETC (sub-consultant) has extensive experience working with parks and recreation agencies in survey questionnaire development.

2.4.1 Survey Pre-Test

The survey is designed in close partnership with city officials and the consulting team. Generally it takes 3-4 survey drafts until a survey is approved.

At that time, ETC staff conducts a pretest of 8-10 households to verify that all questions are understood and can be answered by household respondents. Should any issues arise, they will be immediately discussed with the city and corrections made.

2.5 Benchmark Analysis

A benchmark analysis will compare the city to five other relevant agencies as well as other neighboring cities. Our team's work in Carmel, IN, and Chattanooga, TN, for example, will serve as excellent models for benchmark analysis. The BWSC team will work with the City to identify the 15 key metrics to be surveyed and analyzed.

2.6 Park Classifications

The BWSC team will work with the CoF Parks to review and confirm, modify, or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities, and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide, or nationally accepted parks and recreation standards as well as our team's national experience and comparison with peer/survey cities.

2.7 Document Existing City Facilities

The BWSC team will document the existing park and recreation facilities via photographs and written summaries. We also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans, and document the current hours of operation.

2.8 Document Existing Non-City Owned Recreation Facilities

We identify other area recreational facilities provided by private, city, county, state, and federal authorities. During the course of this evaluation, we identify and evaluate opportunities for the shared use of facilities.

2.9 Level of Service

We inventory and summarize the current level of service of all existing and planned recreational, open space and cultural facilities and programs located in the city and facilities programmed within the next 5 years.

2.10 Programs

From information provided, we document the types of programs offered at each facility and identify current and planned special events such as Arbor Day at Pinkerton Park. We also look at seasonality factors, number and

character of participants, and participation trends. We will consider events such as the Sesquicentennial celebration this year, and how we can carry forward the interest in parks, such as Eastern Flank Battlefield Park, that have been enhanced by these types of events.

Our team examines the level of participation and schedules of adult and youth team athletic sports and identifies any recreation related organizations that are providing or managing recreation programs other than those of the school system. We will interview these groups during the Outreach phase of the study. We will pay special attention to coordination with Williamson County organizations and programs.

2.11 Update Greenway and Open Space Master Plan

During this phase we will also conduct an update of the inventory and evaluation of trails, open space, and natural resources, documenting any additions or changes since the study was complete in 2010. Specifically, the team will assess the continued validity of the Future Open Space plan when compared to some of the significant developments that have been planned and approved since the 2010 adoption of the current plan. Priorities included in the plan will be re-visited given changes since 2010. Proposed trail routes will be examined for their applicability in light of new projects and policies in the City of Franklin.

2.12 Cultural Resources

Review existing cultural site master plans and priorities for implementation. Conduct discussions with preservation groups to understand what their plans and priorities are over the next 10 years. There were many stakeholders involved in the work for the Eastern Flank Battlefield Park. These included homeowner's associations, the Historic Zoning Commission, Save the Franklin Battlefield, and the Franklin/Williamson County Heritage Foundation. We will identify and work closely with such groups and organizations for the historic elements of this master plan as well.

2.13 Establish Service Areas

The team will establish acceptable service areas based on access to facilities, transportation network (roads, transit, sidewalks/paths). We then perform analysis of accessibility and connectivity with existing and proposed facilities, based on proposed service areas and the existing and planned transportation network.

Also in this task, we perform a general review and critique of the city's current delivery system of parks and recreation including its present capacity to maintain existing and future facilities.

2.14 Parkland Dedication

In this phase we will examine the city's current Parkland Municipal Code Section and discuss with city staff the issues that are currently being experienced. We will research similar initiatives in other parts of the country to identify potential improvements to the implementation processes.

2.15 Fees and Charges

Collect information on current department fees and charges.

2.16 Research and Analysis Findings Meeting

At the conclusion of the Research and Analysis Phase, we will conduct a meeting with city staff to review the findings and prepare for the kick-off of the Outreach and Needs Assessment phase of the project. The team will facilitate the meeting to explain the planning process, present the findings of the planning process to date and to solicit final input on development of the survey and development of the needs assessment/level of service standards.

2.17 GIS

The development of the information under 2.14 will essentially create a GIS asset management database for the parks department. This information will be invaluable to the city for years to come as long as it is maintained and updated. BWSC utilizes, internally and externally, state-of-the-art GIS technology. Our team

will create and store this information in geodatabase format which will allow us to integrate with the city's existing GIS and online web mapping platform.

This spatial information will also become useful and very important during the public outreach and needs assessment portion of the project. Utilizing GIS information as a public communication tool will allow our team to effectively communicate visually with the city and its park users.

2.18 Deliverables

Deliverables for this phase will include draft text on each topic to be included in the final report, maps, tables, and photographs reflecting all inventories and evaluations.

3.0 OUTREACH AND NEEDS ASSESSMENT

3.1 Prepare for Public Needs Assessment

During this phase we will conduct a publicized public involvement process using various media and forums in order to gather information on the public's view of the current park and recreation facilities, service delivery and programs, and their views on what the future of parks and recreation in Franklin should hold. This information will be a key element in developing the needs assessment, in creating recommendations for new and upgraded facilities and programs, and in setting priorities for future budgets.

3.2 Focus Groups

Work with the City to finalize the list of 12 focus groups. Determine most appropriate settings and times for focus group meetings, arrange for and plan the meetings. Work with the City to determine best method for invitation and the individuals who will participate in each. Facilitate and document the 12 group discussions. Current list of groups include:

- Parkland dedication
- Cultural preservation groups
- Design professionals
- Baseball/softball groups
- BOMA
- 7 more with groups to be determined

3.3 Public Needs Assessment Workshops

Work with CoF Parks to plan 2 public needs assessment workshops and 1 to "piggyback" on the Wiser transportation study. Plan the agenda, dates, locations and logistics for the meetings. Prepare presentations. Determine the means and manage public notification. Facilitate the meetings and document the results.

3.4 Targeted Outreach to Media

- An initial press release should be distributed to all members of the regional media to inform them of the plan and why it is important to Franklin. We would work with the Parks Department staff and Milissa Reiersen to coordinate media outreach as it relates to the city. The release will include: 1) Explanation of the project, 2) Why it is being developed and why it is important to all those who visit Franklin, 3) Background information, 4) Project team contact information, 5) Website and/or social media links for additional information.
- Follow-up with specific members of the media will include: 1) Contact with broadcast media to make arrangements for appearances by project representatives to talk about the plan's development, 2) Contact with all print publications that cover Franklin news to arrange for interviews about the project.

Members of the project team have a successful working relationship with representatives of the media in Franklin from radio to print and digital media sources.

3.5 Social Media / Online Tools

- CoF Parks should have its own Facebook page, Twitter, and possible Pinterest, YouTube, or other outlet. Project updates, as well as current events and park information can and should be shared via these channels.
- Asking administrators of already-existing pages to share information will be essential to reach the most people. (Example: City of Franklin and Visit Franklin twitter feeds; City of Franklin on Facebook; Franklin Tomorrow twitter feeds)
- CoF Parks has a website presence already. For purposes of highest public visibility, study information, updates, and links should be posted to this site.
- Franklin Parkfinder Map is a well-developed tool that will be used for this project as well. Our team will work with the city GIS department to include pertinent data to be added to this web mapping application.
- Social media can be used effectively to gather feedback from particular groups, such as non-residents of Franklin who work in the community and would use the park amenities.

3.6 Public Informational Displays

With more than 700 acres of park space, the City of Franklin has the potential to reach a wide variety of people with a simple, visual display at each park's entrance, trail head, or even near pavilions or restrooms. The public should be aware this Plan is underway and be given the opportunity to comment – either via online survey link, or even dropping comment cards into a lock box. BWSC has an in-house graphics department to support the development of informational displays. We frequently provide graphic support for community organizations in Franklin.

3.7 Survey

As a part of the public outreach process, we would propose the administration of a statistically valid random sampling Needs Assessment Survey of 400 households for use in the Parks and Recreation Master Plan. BWSC team member ETC would be responsible for the development and administration of the survey. Overall results for the entire survey of 400 households would have a 95% level of confidence with a margin of error of +/- 5% overall. The survey instrument is administered at a timeline within the project where the information can best be used to help break down barriers and build consensus.

3.7.1 Data Processing

The survey is administered by ETC staff at their corporate facilities including all aspects of phone calling, development of the data base, and data entry. All survey data are maintained on-site for a minimum of five years and then off-site.

3.7.2 Cross-Tabular Comparisons

ETC can conduct up to eight cross-tabular comparisons of survey results by key demographic factors, such as gender, age of respondent, length of residency, income, users/non-users of services, and region. The demographic factors to be cross-tabbed are selected by the city and the planning team in consultation with ETC.

3.7.3 Geocoding of Surveys

Geocoding allows addresses of returned surveys to be coded to allow for surveys to be identified and imported by the consultant team and the County into a geographic information system.

Geocoding allows the community a visual picture of survey responses for presentations as well as strategic analysis and decision making. For example, geocoding can show where gaps exist in satisfaction levels for various recreation programs, indoor and outdoor recreation facilities, and marketing.

3.7.4 Data Analysis and Reporting

A draft expressed needs assessment based on the survey report and final report is developed for review. Inclusive is an executive summary of findings, graphs and charts, cross-tabular analysis by gender, household size and composition, and age of respondent. A Powerpoint presentation of final survey results will be prepared for use in public presentations.

3.7.5 National Benchmarking

ETC has an unparalleled database of more than 50,000 survey responses from recreation and parks needs assessment surveys from communities across the country. Benchmarking "National Averages" have been developed for numerous strategically important recreation planning and management issues. These include:

- customer satisfaction and usage of recreation programs
- methods for receiving marketing information regarding recreation programs
- reasons that prevent members of households from using recreation programs and facilities more often
- priority recreation programs, outdoor and indoor recreation facilities to improve or develop
- priority programming spaces to have in planned community centers and aquatic facilities

This information will aid in the planning process and consensus development.

3.7.6 BOMA Presentation

Meet with BOMA to present the survey results.

3.8 Needs Analysis

In this task we conduct an assessment of four different and complementary types of park and recreation needs in order to develop level of service standards as follows:

- *Expressed needs.* Types of recreation activities already in place where there is an additional perceived need based on survey responses and evaluation of the actual experience offered by parks and recreation.
- *Apparent needs.* Activities not currently being met by your system such as having to turn away participants in a sports program because there is no excess capacity or a facility that is clearly beyond its useful life.
- *Benchmark needs.* These would be needs that would be suggested based on a review of the programs and facilities offered in other communities across the U.S. and in particular the Southeast with similar physical, cultural, and socioeconomic conditions, such as Chattanooga, TN.
- *Standardized needs.* These are needs identified and defined by published standards of the NRPA, Tennessee's State Comprehensive Recreation Plan and others modified to fit, based on the findings of the resident surveys and to reflect specified use patterns for the city and its organized activities and other particular circumstances present in the city as appropriate.

We will bring together supply and demand factors compiled and analyzed in previous tasks to determine the general need for new and/or expanded recreational facilities and programs. Demand factors are determined based on the application of the level of service standards. Supply factors are determined using results of the inventory analysis conducted in preceding tasks. Based on changes in supply and demand, we identify any deficiencies in facilities and programs. Deficiencies are identified in light of specific development actions on the part of the city.

The general facility and program needs are prioritized based on criteria developed with you. Ranking criteria could include:

- number of users, youth orientation
- service to special populations
- geographical distribution

- order-of-magnitude development costs
- operational cost recovery
- other factors as determined

The final, prioritized recommendations provide specific understanding of how operations, management and capital dollars for recreational and cultural programs and facilities should be invested as they become available, based on the results of this needs assessment process.

In terms of supply, we identify future improvements proposed by other local, county, state, and federal authorities that provide for recreational opportunities to city residents, identify the expected date these facilities will come on-line (0-1, 2-5, 6-10 years), and factor these facilities into our analysis.

3.9 Deliverables

Deliverables in this phase include community involvement plan, agendas, handouts, graphics, survey instrument report, workshop reports, interview instruments, PowerPoint presentations, reports of findings from meetings, workshops, interviews, public information/community involvement plan, graphic and text materials for distribution and website updates.

4.0 RECOMMENDATIONS

The purpose of this task is to assemble all results to produce a series of recommendations and a plan of action to guide CoF Parks in the development and administration of facilities for the next 10 years.

4.1 Specific Recommendations

- 4.1.1 Park system identity and mission
- 4.1.2 Goals and policies
- 4.1.3 Level of service
- 4.1.4 Park classification system
- 4.1.5 Parkland dedication

A nexus for funding new and improved parks and greenways with fees received through the existing parkland dedication ordinance. The team will, furthermore, evaluate the parkland dedication ordinance and work with Franklin Parks and Recreation staff to recommend modifications to this ordinance to efficiently convert parkland dedication into usable recreation facilities.

- 4.1.6 Definition of the role of CoF Parks in contributing towards quality of life in Williamson County
- 4.1.7 Strategies for maintaining and developing partnerships to implement goals
- 4.1.8 Fees and charges; specifically for Harlinsdale and music group events in parks
- 4.1.9 NRPA Accreditation recommendations

4.2 Ten Year Plan for Growth (Action Plan)

The plan will be designed to include such recommendations as refurbishment and expansion of existing facilities, and recommendations for new facilities and programs to keep pace with expected development and population growth.

The Action Plan will contain recommendations for facilities, trails, programs, services, and general locations. The Action Plan is designed to address the following elements:

- 4.2.1 A prioritized land acquisition plan, including generalized locations within the city, acquisition timing or priority, and order-of-magnitude acquisition costs by area. The acquisition plan will include land needed for new facilities as well as for open space.

- 4.2.2 New facility and program development recommendations, including type(s) and size of facilities, location, and intended use/activity focus. Both built facilities and open space are addressed. These recommendations identify the development time frame. A rating scale indicating timing of the improvement is included. For example, is the improvement needed immediately, within 1-5 years and 6-10 years based on current and projected population, user demands, other agencies, capital improvement programs, and/or the quality of city-owned facilities.
- 4.2.3 Based on previously prepared park master plans, identify existing park facility expansions and improvements. We will prioritize the necessary improvements to existing city-owned park facilities based on the recommended level of service standards and the previously prepared master plans. A rating scale indicating timing/priority of the improvement will be included.
- 4.2.4 If any new or expanded facilities are recommended, preliminary maintenance and operational costs will be established for each with recommendations for future actions.
- 4.2.5 Recommendations regarding a connective network of pedestrian and bicycle paths, nature trails, greenways, and linear linkages to connect parks, popular destinations, waterways, and historical public and private parks. Recommendations will include an aggressive implementation program for trail construction. We will identify and prioritize up to 10 miles of trails to be constructed over the 10 year planning horizon. The recommendations will include the specific recommended preliminary route of the trail (e.g., which side of the creek), materials and order of magnitude costs for each trail segment. Identify stakeholders and potential cooperative agreements and partnerships to achieve a citywide trail system.
- 4.2.6 Recommendations on the priorities for implementation of improvements and new facilities within historic parks contained in including: 1) Guidance for balancing the needs for historic vs. other park needs, 2) Recommendations on spending resources for historic vs. athletic facilities, and 3) Prioritization of implementation of existing historic area master plans considering the impact of tourism.

4.3 Budgeting and Funding

In this phase, we review and update the level of service standards by developing recommendations for the city's budget for Parks and Recreation, providing a realistic assessment of existing allocations and current capacities to absorb additional facilities and services or what funds may be necessary to adequately support quality programs and services. Budgeting and funding priorities and recommendations will be developed. The BWSC team will evaluate the city's existing budget information to determine if there are any shortfalls in funding required to support the improvements identified. We also provide recommendations regarding alternative sources of funding.

4.4 Draft Report

We then develop a draft report summarizing the recommendations and action plan and will meet with CoF Parks staff to review it and make recommendations to be incorporated into a final draft report.

The final draft report will include adequate details, including maps, graphics, tables, and written text to submit the draft report to the Board of Mayor and Aldermen and other stakeholder groups as appropriate.

4.5 Draft Report Workshops

We will make a presentation of the draft findings and recommendations of the planning study to the following:

- BOMA (Worksession)
- BOMA/Planning Commission Joint Workshop
- CIC (Capital Investment Committee)
- Battlefield Preservation Commission

During one of these meetings, Dr. John Crompton will be available to provide his analysis on the study's findings and relate their relevance to the scientific evidence that exists for enhancing a community's park system in its effect on the local economy, property values, the health and wellness of its residents, and other attributes of a progressive and vibrant community such as Franklin. As a previous city council member he can relate the study's results to the potential impacts for the city and provide direction on possible policy and procedural issues that may assist the city in its continued development decisions. He will address the issue of parkland dedication and the value of open space in a community experiencing a growing commercial climate.

4.6 Refinement of the Plan

Following the presentation to the boards and appropriate commissions as noted in 4.5, the team incorporates comments, completes the written Final Report and submits it to the city for formal adoption.

4.7 Adoption of the Plan

Present the final plan to the Planning Commission and the BOMA.

4.8 Final Deliverable

The final deliverable will include the 10 hard copies of the Final Report including all text, tables, photos, maps and other graphics, GIS data (in compatible ESRI format) and 5 CD's of the final report in Adobe Acrobat (pdf) format.

The final report will be sealed by a Landscape Architect licensed to practice in the State of Tennessee.

5.0 FEE

BWSC proposes to complete the above Scope of Work for a lump sum fee of \$150,000.00, inclusive of reimbursables. We propose to invoice on a monthly on a percent complete basis for the current task/phase underway. BWSC will provide a status report that provides progress by WBS element by phase. Once a phase is 100% complete we move to the next phase billing percent complete monthly until the phase is complete and so on. The value of each phase for the purpose of computing the percent complete is as follows:

Planning/Initiation	\$7,888.00
Research and Analysis	\$42,139.00
Needs Assessment	\$39,795.00
Recommendations	<u>\$60,178.00</u>
Total Lump Sum Fee	\$150,000.00

6.0 SCHEDULE

BWSC proposes to complete the Scope of Work and submit the final deliverables by June 30, 2015. The attached schedule illustrates the durations of the project phases.

Franklin Comprehensive Parks and Recreation Master Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Aug	Sep	Oct	Nov	Dec	1st Quarter	2nd Quarter
								Jan	Feb	Mar	Apr	May	Jun	
1		Research and Analysis	60 days	Mon 9/1/14	Fri 11/21/14									
2		Review existing documentation												
3		Level of service standards, park classification system												
4		Inventory and evaluation												
5		Outreach and Needs Assessment	80 days	Mon 11/24/14	Fri 3/13/15									
6		Public Involvement												
7		Public Information												
8		Needs assessment												
9		Recommendations	77 days	Mon 3/16/15	Tue 6/30/15	5								
10		Draft recommendations												
11		Community supply, demand and needs assessment report												
12		Final Comprehensive Master Plan Report												

Project: Franklin Comprehensive P Date: Wed 7/30/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Finish-only
	Summary		Inactive Task		Duration-only		Finish-only		Finish-only




HISTORIC
FRANKLIN
TENNESSEE

ITEM #14
WRKS
08/12/14

MEMORANDUM

August 7, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator 
Russell Truell, Assistant City Administrator / CFO
Lisa Clayton, Parks Director
Brian Wilcox, Purchasing Manager

SUBJECT: Consideration of professional services agreement with Barge, Waggoner, Sumner and Cannon, Inc. of Nashville, TN in the total amount of \$150,000 for comprehensive master planning consulting services for the Parks Department (Purchasing Office procurement solicitation no. 2014-019; funds to be budgeted in 150-82560-47100 of the Hotel/Motel Tax Fund for fiscal year 2015; contract no. 2014-0140)

Purpose

The purpose of this memorandum is to provide a recommendation that the Board of Mayor and Aldermen approve the attached professional services agreement with Barge, Waggoner, Sumner and Cannon, Inc. of Nashville, TN in the total amount of \$150,000 for comprehensive master planning consulting services for the Parks Department.

Background

At its July 8, 2014 meeting, the Board of Mayor and Aldermen approved Resolution No. 2014-54, a resolution to authorize staff to enter into contract negotiations with Barge, Waggoner, Sumner and Cannon for professional services for development of a comprehensive parks and recreation 10-year master plan. Working with staff, the consultant has now developed the "Scope of Work and Fee" attached to the professional services agreement. The Scope of Work includes a project summary schedule with an anticipated project final completion date, including City acceptance of all project deliverables, of June 30, 2015.

Financial Impact

The proposed fee is in the total amount of \$150,000. This project is budgeted to be allocated to the City's Hotel/Motel Tax Fund for fiscal year 2015. The amount currently budgeted from that fund for this project (\$105,000) will need to be amended. Initially, the fiscal year 2014 budget had anticipated a project cost of approximately \$130,000. These funds were expended.

Options

The proposed scope of work and fee could be re-negotiated. However, the proposed scope of work and fee represents the culmination of discussion between staff and the consultant clarifying expectations pertaining to the project.

Recommendation

Staff recommends that the Board of Mayor and Aldermen approve, contingent upon Law Department and City Administrator approval, the attached professional services agreement with Barge, Waggoner, Sumner and Cannon, Inc. of Nashville, TN in the total amount of \$150,000 for comprehensive master planning consulting services for the Parks Department (City Contract No. 2014-0140).