

**CITY OF FRANKLIN, TENNESSEE
CONSULTING AGREEMENT
COF Contract No.: 2015-0108**

THIS AGREEMENT for consulting (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Ferrell Madden LLC, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant for the purpose of a Form-Based Code Public Presentation and Workshop. The project is described as follows:


1. SCOPE OF SERVICES. The Scope of Services is attached as Attachment A.
1. PAYMENT. City shall pay Consultant for the cost of services at a rate **Not to Exceed Five Thousand Dollars and No/100 (\$5,000.00)**. Payments to Consultant shall be based on an invoice submitted to the City, upon completion of services described in Attachment A. Upon the receipt of such invoice, the City will promptly initiate the payment process. Reimbursement of expenses is included in the fixed-fee amount specified herein, and no additional allowance shall be made for expenses, unless otherwise agreed in writing for additional services.
2. RELATIONSHIP OF THE PARTIES. The Parties acknowledge and agree that the consulting performed by the Consultant, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.
3. 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.
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.
5. TERM AND TERMINATION.
 - a. This Agreement shall be effective as of its execution date and shall continue until parties’ obligations have been fulfilled, unless terminated sooner as set forth in this section.
 - b. Either Party may terminate this Agreement upon notice in writing if: the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 (thirty) days of written notice from the other Party so to do.
6. OWNERSHIP OF DOCUMENTS. Consultant’s documents are instruments of professional service and are the property of the Consultant. Upon completion of work and payment in full of all monies due Consultant, the documents will be available to the City for use only on this project and for educational purposes. If these documents are used,

Ferrell Madden will be credited for the work. Materials prepared by Consultant under this Agreement shall not be used by the City, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by Consultant, without Consultant's express written permission. Consultant understands that the City is subject to the requirements of the Tennessee Public Records Act and as such, the City is required by law to provide copies of the project documents to citizens upon request.

7. ADDITIONS/MODIFICATIONS. If seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
8. APPLICABLE LAW; CHOICE OF FORUM/VENUE. The Agreement constitute the entire agreement and are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
9. ENTIRE AGREEMENT. This Agreement, along with Attachment A, constitutes the entire Agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

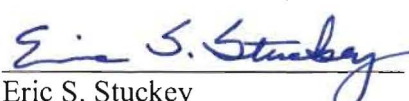
This Agreement is entered into on the 24th Day of April, 2015.

FERRELL MADDEN, LLC

BY: 


Mary E. Madden
Principal

CITY OF FRANKLIN, TENNESSEE

BY: 

Eric S. Stuckey
City Administrator

Approved as to form by:



Kristen L. Corn
Staff Attorney

Attachment A: Description of Services and Schedule

- Services: Two-day trip to Franklin in June 2015
 - Dates: Tuesday – Wednesday, June 16-17
- 1. Day 1 – Midday Arrival: meet with staff and tour city, with focus on potential form-based code areas
- 2. Day 1 – Evening public presentation appropriate for a general/lay audience covering “why” and “what” -- the need for zoning reform (problems with the current system) and form-based codes as a better tool. Allow for closing Q & A, if desired.

Title to be determined, framed for Franklin context, but similar to:

- *Smart Growth: Building a Better Toolkit*
 - *Sustainable Urbanism: Rethinking Development Regulations*
 - *Zoning for Placemaking & Walkability*
3. Day 2 – Three-hour Form-Based Code Workshop led by two firm Principals for city leadership (approximately 30 elected and appointed officials, commission members, key staff, etc.) the following day, building on the public presentation
 - More technical presentations – how do form-based codes work: “where” and “how”; identifying locations (walkable urban vs. drivable suburban); implementing a vision/detailed physical plan; the nuts and bolts (3 Easy Pieces); example form-based codes from other cities
 - Interactive exercise (*to be developed, but not specific to Franklin*) – form vs. use visual preference exercise; walkable urban vs. drive-able suburban exercise
 - Q & A throughout