

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MUNICIPAL GOVERNMENT OF THE CITY OF FRANKLIN
AND
THE FRANKLIN SPECIAL SCHOOL DISTRICT**

This Agreement by and between the Municipal Government of the City of Franklin (hereinafter "the COF"), and the Franklin Special School District (hereinafter "FSSD"), 507 New Highway 96 West, Franklin, Tennessee is entered into on this the _____ day of September 2018.

WHEREAS, the Board of Mayor and Aldermen approved Resolution 2016-05, adopting the Comprehensive Parks and Recreation Master Plan; and

WHEREAS, the City of Franklin's 2015 Comprehensive Parks and Recreation Master Plan recommended exploring a joint use agreement with the FSSD regarding parks programming and facilities; and

WHEREAS, the programming and facilities with FSSD were evaluated and documented in the Master Plan Summary Report in partnership with the FSSD, incorporating public input from parents, students and teachers of FSSD, and the broader community; and

WHEREAS, the City of Franklin's 2015 Comprehensive Parks and Recreation Master Plan recommended exploring a joint use agreement with the FSSD regarding parks programming and facilities following the approval of completing the Scope of Services for the Freedom Middle School, Poplar Middle and Elementary Schools – Phase I Baseball & Softball Field Renovation; Track & Field Elements and Restroom/Concession Stand Structure (COF Contract No. 2018-0085); and

WHEREAS, COF desires to provide for facilities and programming to the community; and

WHEREAS, FSSD and COF desire to enter into this Memorandum of Understanding to document their agreement concerning the Phase I Baseball & Softball Field Renovation; Track & Field Elements and Restroom/Concession Stand Structure Project Master Plan, and the FSSD's Portion, as well as all details relating to same.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

A. SCOPE:

1. Subject to approval of the Board of Mayor and Aldermen, COF will contract with Lose & Associates, Inc. (the "Consultant") to perform all survey and design work required for the ballfield renovation (the "Work") per COF Contract No. 2018-0085.

2. Pursuant to COF Contract No. 2018-0085, the Consultant shall be paid a total fee not to exceed sixty thousand dollars (\$60,000) with incremental payments to occur on a monthly basis. Monthly payments shall be based upon invoices submitted to the COF that comport with the fee schedule proposed by the Consultant and approved by the COF. FSSD hereby agrees to pay to the COF half of the total contract cost in an amount not to exceed thirty thousand dollars (\$30,000).
3. COF will coordinate the Work with FSSD site director to minimize disruption and not negatively impact the site's normal school routine.
4. COF and FSSD shall work jointly to write a Shared Use Agreement to establish a yearly maintenance program and cost associated with the yearly upkeep of all amenities within the construction site based upon the outcome of the Scope of Services Contract 2018-0085. The plan shall assign capital and yearly maintenance cost(s) and financial responsibility to each party.
5. The Work, including but not limited to unforeseen conditions by either party, is expected to be completed by the Consultant within nine (9) weeks of the start date. If additional time is necessary, and an extension of time is mutually agreed upon by COF and the Consultant, as per COF Contract 2018-0085, then COF and FSSD shall work together and coordinate the Work in order to minimize disruption. COF and FSSD will accept and approve the final report with formal presentation to both respected Boards.
6. Upon approval of the Masterplan and budget, COF and FSSD will enter into the next phase of the project with a new contract initiating construction documents, bidding and construction with an anticipated date of opening Spring 2020.
7. FSSD grants COF, and its agents, a Right of Entry onto the property associated with the Work at times mutually agreeable to the parties, per Paragraph (3) above. Said Right of Entry shall endure for the duration of the Work, and shall automatically terminate upon the completion of the Work.

B. TERMS AND CONDITIONS:

1. This Memorandum of Understanding may be modified, or terminated, by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Memorandum of Understanding.
2. No person on the basis of disability, age, race, color, religion, sex, national origin or any other classification protected by the Constitution of the United States or the Constitution of the State of Tennessee, or any state or federal laws shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of this Memorandum of Understanding.
3. Neither party shall assign its rights hereunder.

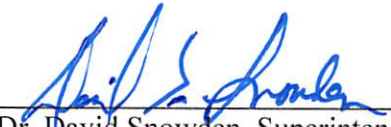
4. This Memorandum of Understanding contains the entire understanding between the parties relating to the subject matter contained herein.

IN WITNESS WHEREOF, each party has caused this MOU to be executed by an authorized person effective as of the date and year written below.

City of Franklin

Franklin Special School District

By: _____
Mayor Ken Moore

By:  _____
Dr. David Snowden, Superintendent

Date: _____

Date: 9/17/18

Approved as to form only:

Shauna R. Billingsley
City Attorney