

**CITY OF FRANKLIN, TENNESSEE  
CONSULTING AGREEMENT  
COF Contract No.: 2012-0086**

THIS AGREEMENT for consulting ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and:

Robert M. Smith  
2430 Durham Manor Drive  
Franklin, TN 37064

hereinafter referenced as Consultant, who mutually agree as follows:

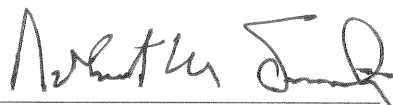
**DECLARATIONS.** City desires to retain Consultant for the purpose of facilitating the development of a strategic plan by working with the Board of Mayor and Aldermen, collectively and individually, and with the members of the Leadership Team to obtain plan components. The project is described as follows:

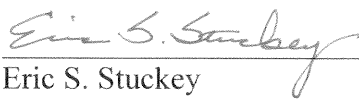
**Strategic Plan Development**

1. **SCOPE OF SERVICES.** Consultant shall facilitate the development of a strategic plan by working with the Board of Mayor and Aldermen, collectively and individually, and with the members of the Leadership Team to obtain plan components.
2. **PAYMENT.** City shall pay Consultant for the cost of consultation, evaluation and recommendation at a rate of \$225.00 per hour **Not to Exceed Ten Thousand Dollars and No/100 (\$10,000.00).**
3. **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.
4. **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.
5. **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.
6. **TERM AND TERMINATION.**
  - a. This Agreement shall be effective as of February 1, 2012 and shall continue through June 30, 2012 or until parties' obligations have been fulfilled, unless terminated sooner as set forth in this section. The agreement is subject to renewal/extension based upon mutual consent.

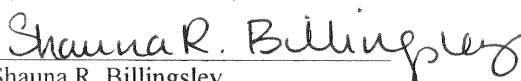
- b. Either Party may terminate this Agreement upon notice in writing if: the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 (thirty) days of written notice from the other Party so to do.
7. ADDITIONS/MODIFICATIONS. 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 1 Day of JUNE, 2012.

BY:   
 Consultant's Signature  
 TITLE: \_\_\_\_\_  
 Date: 6/1/2012

BY:   
 Eric S. Stuckey  
 City Administrator  
 Date: 6-1-2012

Approved as to form by:

  
 Shauna R. Billingsley  
 City Attorney