

**CONSULTING AGREEMENT  
COF Contract No. 2011-0031**

THIS Consulting Agreement along with the Request for Proposals and Proposal as submitted on February 16, 2011 (collectively "Agreement"), made this 22nd day of March, 2011 by and between Sherrill D. Morgan and Associates, Inc., DBA SHERRILL MORGAN, hereinafter called SHERRILL MORGAN, and the City of Franklin, Tennessee, hereinafter called the CITY, constitutes the entire agreement between the parties. Should there be a conflict between the Consulting Agreement and the Request for Proposals and the Proposal as submitted on February 16, 2011, the Request for Proposals and the Proposal as submitted on February 16, 2011 shall take precedence.

WHEREAS the CITY solicited proposals for group employee insurance benefits consulting services in the form of City of Franklin Purchasing Office Solicitation No. 2011-016, and SHERRILL MORGAN submitted a proposal, as provided in the Bid Documents ; and

WHEREAS, the CITY's Board of Mayor and Aldermen will vote on March 8, 2011 to accept the Agreement for the purposes set forth therein.

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I  
Responsibilities of SHERRILL MORGAN; Scope of Work**

SHERRILL MORGAN shall provide specific recommendations to the CITY on how to achieve the CITY's stated goals for its employee benefits programs, and shall provide additional services as set forth in the Bid Documents.

**ARTICLE II  
Responsibilities of CITY**

The CITY shall furnish any and all documents and information that SHERRILL MORGAN deems necessary to complete its responsibilities as stated in Article I, including signed authorizations requesting information from institutions or individuals.

SHERRILL MORGAN understands that the CITY is subject to FACTA and HIPAA and therefore the laws also apply to SHERRILL MORGAN. SHERRILL MORGAN also understands that there may be confidentiality agreements that will need to be executed by SHERRILL MORGAN in order to receive certain confidential information.

**ARTICLE III  
Term and Termination; Compensation**

This Agreement shall continue for an initial period of one year. Thereafter, the CITY reserves the right, at its sole option, to extend the term of service for up to a maximum of two (2) additional one-year terms. Note that the CITY specifically retains the exclusive right, with or without cause, not to extend the term of service. The CITY or SHERRILL MORGAN may terminate this Agreement at any time, with or without cause, provided that 30 days' written notice is given to the other party prior to the effective date of termination. In consideration for the services of SHERRILL MORGAN, the CITY shall compensate SHERRILL MORGAN a

fee of \$30,000 in the first year of the Agreement and, if the term of service is extended by the Client, \$31,500 in the second year of the Agreement, and \$33,000 in the third year of the Agreement. Upon termination under this Article, the CITY shall pay a pro rata fee for any work already performed by SHERRILL MORGAN. Travel and accommodation expenses for SHERRILL MORGAN staff, when necessary during the contract period, are included in the fees stated in this Article, and are in accordance with the CITY's Travel Policy..

**ARTICLE IV  
Miscellaneous Provisions**

SHERRILL MORGAN shall not accept finders' fees or commissions in connection with this Agreement from any vendor it may recommend to the CITY. SHERRILL MORGAN shall not pay finders' fees or commissions in connection with this Agreement to any person or persons who have recommended its services to the CITY. With the CITY's approval, at the termination of this Agreement SHERRILL MORGAN may market insurance plans to the CITY.

This Agreement and all of its terms and conditions shall extend to and be binding upon both parties and their respective heirs, executors, administrators, successors, and assigns.

Neither party shall sell, assign, or otherwise transfer any of its rights under this Agreement without the other party's prior written consent.

This Agreement constitutes the entire agreement between the parties. Any prior communications or agreements are superseded by this Agreement. This Agreement may not be modified or amended without a written Agreement signed by both parties.

The failure of either party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of the provisions of this Agreement and will in no way affect the validity of this Agreement. If any of the provisions of this Agreement are declared invalid or unenforceable for any reason, the validity of other provisions of this Agreement will not be affected by the invalid or unenforceable provision.

The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Tennessee.

Please note that Mark Morgan, President of SHERRILL MORGAN, is also an owner of the firm.

WITNESS the hands of the parties on this the day and date first above written.


CITY OF FRANKLIN, TENNESSEE

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Dr. Ken Moore  
Mayor

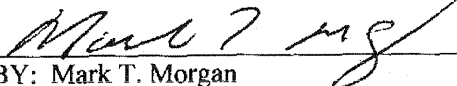
Attest:

\_\_\_\_\_  
Eric Stuckey  
City Administrator

Approved as to Form:

  
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Shauna R. Billingsley  
City Attorney

SHERRILL D. MORGAN & ASSOCIATES, INC.  
DBA SHERRILL MORGAN

  
\_\_\_\_\_  
BY: Mark T. Morgan  
President