



This Agreement is entered into as of April 16, 2017 by and between **City of Franklin** ("Client") and Provisions Group, LLC

1. CONSULTING SERVICES

Provisions Group agrees to use reasonable efforts to supply Client with a candidate ("Consultant") to perform, under the supervision and direction of Client, such information technology or operational services as are described in the Work Schedule(s) attached as Exhibit A to this Agreement.

2. TIME RECORDS/INVOICES

Consultants shall present time records to Client's representative on a weekly basis for verification and signature regarding hours worked through the end of each week. Client shall pay Provisions Group on an hourly basis as provided in the Work Schedule. Client shall be billed monthly for the total hours worked, terms Net30.

3. EMPLOYMENT STATUS

Unless designated as a subcontractor on the Work Schedule, Consultants are the employees of Provisions Group. Consultants are not, and shall not be deemed to be, employees of Client.

- a. **Compensation of Consultants.** Provisions Group shall be responsible to pay, when due, salaries, wages, and other forms of compensation or reimbursement and all applicable federal, state and local withholding taxes, and unemployment taxes, as well as social security, state disability insurance, and all other payroll charges payable to or on behalf of Consultants.

4. ASSIGNMENTS

Consultants will work only under Client's supervision. Client shall, at its own cost, provide such work space, supplies, hardware and software as are reasonably required for each assignment. Client shall also be solely responsible to provide to Consultants such day-to-day guidance, assistance, and other information as is necessary for the successful and timely completion of each assignment.

5. CONFIDENTIALITY/INTELLECTUAL PROPERTY

- a. Provisions Group agrees to hold in confidence and not use, publish, disclose or utilize in any manner, except as may be required by law, any trade secret or confidential information marked "proprietary," "private," "company private," or otherwise identified as proprietary to, or a trade secret of, Client ("**Confidential Information**"). The term Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Provisions Group or (ii) is or becomes available to Provisions Group on a non-confidential basis from a source other than Client. Provisions Group agrees to obtain the agreement of each Consultant to the foregoing.
- b. Provisions Group shall obtain the agreement of Consultant not to disclose, directly or indirectly to Client, any information or data the disclosure of which would constitute a violation of any obligation of Consultant to any third party.
- c. Except as otherwise required by law, Provisions Group agrees that any inventions, works of authorship or other intellectual property, including but not limited to, source code and documentation, conceived, developed, originated, fixed or reduced to practice by Consultant or under Consultant's direction during Consultant's assignment to Client shall be the sole and complete property of Client, whether as a work made for hire or otherwise. Provisions Group hereby assigns and conveys Provisions Group's entire right, title and interest to any and all resulting copyrights, patents and trade secrets to Client or to its customer, as the case may be. Provisions Group agrees to sign all applications or registrations for patents and copyrights properly prepared by Client, and any other instruments deemed necessary or helpful for Client to secure and enforce its rights. Provisions Group shall make no charge or claim for additional compensation or any other

consideration for signing such documents. Provisions Group shall also obtain, to the extent permitted under applicable law, the agreement of each Consultant to the foregoing.

6. **GUARANTEE**

If for any reason Client is dissatisfied with a particular individual provided by Provisions Group, Provisions Group will remove such person immediately and replace them as soon as reasonably practicable. If Client notifies Provisions Group of its dissatisfaction prior to the conclusion of the individual's third (3) day of work, Provisions Group, will not charge Client for services provided up to a maximum of 24 hours. This guarantee is in lieu of all other guarantees or warranties express or implied.

7. **NO WARRANTY/LIMITATIONS ON LIABILITY**

Provisions Group makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose, with respect to any services performed or any goods including, but not limited to, software, developed hereunder.

8. **MUTUAL NON-SOLICITATION**

Except as provided by this Agreement, Client and its divisions, parents, subsidiaries, affiliates and successors-assignees will not hire or offer employment to, or otherwise directly or indirectly use the services of, on a full-time, part-time or temporary basis, except as written in Exhibit A as it relates to prearranged contract to hire scenarios,

- a. any Consultant who has been assigned to Client, or
- b. any Consultant or prospective Consultant who has been introduced to, recommended to, or interviewed by Client through the services of Provisions Group, until the expiration of six months after the latest of such introductions, recommendations or interviews.

In the event that Client provides the services of, or introduces any Consultant to, any third party during the course of any assignment, Client shall obtain the agreement of such third party to the foregoing and shall be responsible to Provisions Group for any breach thereof.

During the term of this Agreement and for 6 months thereafter, no employee of Provisions Group shall, without the consent of Client, solicit any employee of Client with whom such Provisions Group employee has had contact in connection with the relationship arising under this Agreement for hire or employment. In no event shall classified or other advertisements be considered "solicitation" hereunder.

9. **TERMINATION**

This Agreement and/or any Work Schedule may be terminated by either party upon thirty-days (30) prior written notice to the other party. If a change of Consultant on any assignment is required due to circumstances beyond the control of Provisions Group, Provisions Group shall use reasonable efforts to replace such Consultant as quickly as possible, to Client's satisfaction.

10. **MISCELLANEOUS**

- a. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties with respect to the matters contained herein and can be changed only by written instrument duly executed by the parties' authorized representatives.
- b. **Intentionally Removed.**
- c. Nothing herein shall be construed as creating a partnership or joint venture relationship between the parties.
- d. All notices given under this Agreement shall be in writing.
- e. No waiver of any breach of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.
- f. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

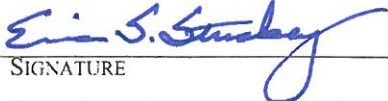
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee .
- h. Neither party shall be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failure or delays in the performance of such party's obligations under this Agreement due to any cause or circumstance beyond such party's control such as fire, flood, acts of God, strikes, lockouts or labor disputes.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

CLIENT :

PROVISIONS GROUP, LLC

BY:



SIGNATURE

ERIC S. STUCKEY, CITY ADMINISTRATOR

PRINTED NAME, TITLE

BY:



SIGNATURE

MARK FREEMAN, PARTNER

PRINTED NAME, TITLE

Approved as to form by:



Kristen L. Corn, Assistant City Attorney



ATTACHMENT A

TYPE OF PLACEMENT: PHP Developer - Contract

SCOPE: Complete various development initiatives that will help the City of Franklin update their internal application, as well as complete other development objectives as needed

CONSULTANT: Micah Redding and/or William Bishop

DURATION OF PROJECT: Consultant(s) shall provide no more than 200 hours of service to Client.

CONTRACT RATE/TERMS: Consultant(s) shall be paid at a rate no higher than \$105/hour, for a total amount not to exceed Twenty-one Thousand and No/100 Dollars (\$21,000.00).

INVOICES AND CONTACT: Invoices shall be remitted to Jordon Shaw, City of Franklin.

CONVERSIONS: Not applicable

REFERRALS & PLACEMENTS:

Any professionals referred to Client by Consultant whether solicited or unsolicited are deemed property of Provisions Group. Client agrees that any contracting of these professionals will be through Provisions Group. Client will pay a conversion fee of 20% for any referral permanently hired by Client.

CONFIDENTIALITY:

The services performed under this work order shall require certain agreements of confidentiality and policy agreement which shall be provided in writing and signed by the Consultant on their first day of service. Such confidentiality shall outlive the expiration or termination of this contract.