

CONSULTING AGREEMENT

This consulting agreement is between the following parties:

CLIENT

City of Franklin
Human Resources Department
109 3rd Avenue South
Franklin, TN 37064

CONSULTANT

Keith McGee, President
The Keith McGee Group
1113 Murfreesboro Road, Suite 106-110
Franklin, TN 37064

1. The Consultant will provide executive leadership and human resources consulting services to the Client. The Consultant will perform the services in a competent and professional manner. The Consultant represents that he has the skills and qualifications necessary to perform the services.
2. The City agrees to compensate the Consultant at the rate of \$250.00 per hour. Monthly invoices shall be payable upon receipt. The total paid under this contract shall not exceed \$25,000.
3. The Consultant warrants that no part of the total amount provided herein shall be paid directly to any officer or employee of the Client.
4. The term of this agreement shall be from September 1, 2019 to June 30, 2020. The agreement may be extended upon mutual agreement of the parties.
5. Either party may terminate this agreement by giving written notice to the other party at least 30 days before the effective date of termination. Additionally, this agreement shall automatically terminate upon the Consultant's death. The Consultant shall be entitled to just and equitable compensation for satisfactory authorized work completed as the termination date.
6. The parties recognize that the Consultant may obtain access to certain confidential information in the course of performing the scope of work. Consultant agrees to keep all such information confidential and not to communicate or divulge it to anyone other than the Client, appropriate Client personnel, or their designees without the Client's permission; not use any confidential information for any purpose other than performing Consultant's scope of work; and use Consultant's best efforts to limit access to confidential information to those who have a need to know for the business purposes of the Client.
7. This agreement may be modified only by written amendment executed by all parties.
8. The laws of the State of Tennessee will govern this agreement. The parties submit to the exclusive jurisdiction of the courts of Williamson County, Tennessee.
9. The parties are not required to arbitrate or mediate prior to filing any legal claim arising out of or relating to this agreement. No arbitration or mediation shall be binding.

(Signatures on Page 2)

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement.

CONSULTANT

Keith L McGee
Printed Name

Keith L McGee 9/26/19
Signature

CLIENT

Eric S. Stuckey, City Administrator
Printed Name

Eric S. Stuckey
Signature

Approved as to form:

Maricruz R. Fincher
Maricruz R. Fincher, Staff Attorney